

Exhibit 75

SCHOOL DISTRICT/LOCAL GOVERNMENT ENTITY PLAINTIFFS' OPPOSITION TO DEFENDANTS' MOTION TO EXCLUDE TESTIMONY OF SCHOOL DISTRICT EXPERTS

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

- - -
IN RE: SOCIAL MEDIA : Case No.
ADOLESCENT : 4:22-MD-03047-YGR
ADDICTION/PERSONAL : MDL No. 3047
INJURY PRODUCTS :
LIABILITY LITIGATION, :
:
This Document Relates to:
All Actions :

- - -
AUGUST 22, 2025

- - -
Videotaped deposition of
JEFFREY MEYERS, taken pursuant to notice,
was held at the law offices of Kessler
Topaz Meltzer & Check, LLP, 280 King of
Prussia Road, Radnor, Pennsylvania 19087,
commencing at 9:05 a.m., on the above
date, before Amanda Dee Maslynsky-Miller,
a Certified Realtime Reporter and Notary
Public in and for the Commonwealth of
Pennsylvania.

- - -
GOLKOW, A VERITEXT COMPANY
877.370.3377 ph | 917.591.5672 fax

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8 TikTok Inc., ByteDance Inc.,

ByteDance Ltd., TikTok Ltd., and

9 TikTok, LLC

10
11
12
13 ALSO PRESENT:

William Chan, Videographer

14 Will Davis, Trial Technician

15 - - -
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- - -
I N D E X
- - -

Testimony of: JEFFREY MEYERS

By Attorney Sandoval-Bushur 12

- - -
E X H I B I T S
- - -

NO.	DESCRIPTION	PAGE
Meyers-1A	No Bates 5/19/25 Expert Report, Breathitt County School District	13
Meyers-1B	No Bates 5/19/25 Expert Report, Charleston County School District	14
Meyers-1C	No Bates 5/19/25 Expert Report, DeKalb County School District	14
Meyers-1D	No Bates 5/19/25 Expert Report, Board of Education of Harford County	15

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3	I	B	I
4	T	S	
	-	-	-
	NO.	DESCRIPTION	PAGE
5	Meyers-1E	No Bates	
6		5/19/25 Expert Report,	
7		Irvington Public Schools	16
8	Meyers-1F	No Bates	
9		5/19/25 Expert Report,	
10		Tucson Unified School	
11		District	16
12	Meyers-2A	No Bates	
13		7/25/25 Expert Reply Report,	
14		Breathitt County School	
15		District	17
16	Meyers-2B	No Bates	
17		7/25/25 Expert Reply Report,	
18		Charleston County School	
19		District	17
20	Meyers-2C	No Bates	
21		7/25/25 Expert Reply Report,	
22		DeKalb County School	
23		District	18
24	Meyers-2D	No Bates	
		7/25/25 Expert Reply Report,	
		Board of Education of	
		Harford County	19
	Meyers-2E	No Bates	
		7/25/25 Expert Reply Report,	
		Irvington Public Schools	19
	Meyers-2F	No Bates	
		7/25/25 Expert Reply Report,	
		Tucson Unified School	
		District	20

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5	Meyers-3	Meyers000011-0018	
6		Asher-Meyers Invoices	43
7	Meyers-4	Meyers000001-0010	
8		Curriculum Vitae of	
9	Meyers-5	Jeffrey Meyers	51
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11		Affidavit of Lisa Kathryn	
12		Allison	124
13	Meyers-6	No Bates	
14		Affidavit of Phil Watts	287
15	Meyers-7	No Bates	
16		Affidavit of Will Noble	304
17	Meyers-8	No Bates	
18		Affidavit of Daniel	
19		Prentice	309
20	Meyers-9	No Bates	
21		Plaintiff's First Supplemental	
22		Answers to Defendants'	
23		Interrogatories to Charleston	
24		County School District,	
		Set 3	329
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		Affidavit of Monika Davis	349
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		Plaintiff's Amended Objections	
		and Responses to Defendants'	
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		County School District,	
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1	-	-	-
2	E	X	H
3	I	B	I
4	T	S	
	-	-	-
	NO.	DESCRIPTION	PAGE
5	Meyers-12	No Bates	
6		Cost Estimates	368
7	Meyers-13	No Bates	
8		Video-Recorded Rule 30(b)(6)	
9		Deposition of DeKalb County	
10		School District By	
11		Byron Schueneman	371
12	Meyers-14	No Bates	
13		Plaintiff Board of Education	
14		of Harford County's Amended	
15		Objections and Responses	
16		to Defendants'	
17		Interrogatories, Set 3	386
18	Meyers-15	No Bates	
19		Plaintiff's Third Amended	
20		Answers to Defendants'	
21		Interrogatories To	
22		Irvington Public Schools,	
23		Set 3	400
24	Meyers-16	SM_TUSD_00185554	
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	Meyers-17	SM_TUSD_00185580	
		10/27/21 Letter,	
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		District	441

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2 DEPOSITION SUPPORT INDEX

3 - - -

4

5 Direction to Witness Not to Answer

6 Page Line Page Line Page Line

7 None

8

9

10 Request for Production of Documents

11 Page Line Page Line Page Line

12 None

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15 Stipulations

16 Page Line Page Line Page Line

17 11 1

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20 Question Marked

21 Page Line Page Line Page Line

22 None

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(It is hereby stipulated and agreed by and among counsel that sealing, filing and certification are waived; and that all objections, except as to the form of the question, will be reserved until the time of trial.)

- - -

VIDEO TECHNICIAN: We are now on the record. My name is William Chan. I'm a videographer for Golkow, a Veritext division. Today's date is Friday, August 22nd, 2025. The time is 9:05 a.m. Eastern.

This video deposition is being held at the offices of Kessler Topaz Meltzer & Check, 280 King of Prussia Road, Radnor, Pennsylvania, In Re: Social Media Adolescent Addiction Personal Injury Products Liability Litigation for the United States

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1 District Court, Northern District
2 of California. The deponent is
3 Jeffrey Meyers.

4 All counsel will be noted on
5 the stenographic record. The
6 court reporter is Amanda Miller,
7 who will now swear in the witness.

8 - - -

9 JEFFREY MEYERS, after having
10 been duly sworn, was examined and
11 testified as follows:

12 - - -

13 EXAMINATION

14 - - -

15 BY ATTORNEY SANDOVAL-BUSHUR:

16 Q. Good morning, Mr. Meyers.

17 A. Good morning.

18 Q. Could you please state your
19 name for the record?

20 A. Jeffrey Meyers.

21 Q. You've been deposed a number
22 of times before, correct?

23 A. Yes, sir.

24 Q. I expect that you know the

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1 drill. But just as a reminder, please
2 wait until I finish asking a question
3 before you begin giving your answer.

4 And if at any point today
5 you need a break, please just let me
6 know.

7 A. I'll do my best.

8 Q. Thank you.

9 ATTORNEY SANDOVAL-BUSHUR:

10 Let's go ahead and mark
11 Exhibits-1A through 1F. I'll give
12 you a binder with all of those in
13 them.

14 - - -

15 (Whereupon, Exhibit
16 Meyers-1A, No Bates, 5/19/25
17 Expert Report, Breathitt County
18 School District, was marked for
19 identification.)

20 - - -

21 TRIAL TECHNICIAN: Do you
22 want that Exhibit-1A and from
23 there?

24 ATTORNEY SANDOVAL-BUSHUR:

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1 Yes, correct. 1A will be 1A.

2 BY ATTORNEY SANDOVAL-BUSHUR:

3 Q. Mr. Meyers, do you recognize
4 Exhibit-1A as your expert report in the
5 Breathitt case?

6 A. I do. This is the report
7 that I issued on May 19th, 2025, this
8 year on behalf of Breathitt.

9 - - -

10 (Whereupon, Exhibit
11 Meyers-1B, No Bates, 5/19/25
12 Expert Report, Charleston County
13 School District, was marked for
14 identification.)

15 - - -

16 BY ATTORNEY SANDOVAL-BUSHUR:

17 Q. Do you recognize Exhibit-1B
18 as your expert report in the Charleston
19 case?

20 A. I do. This is the expert
21 report that I issued on May 19th, 2025,
22 on behalf of Charleston.

23 - - -

24 (Whereupon, Exhibit

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1 Meyers-1C, No Bates, 5/19/25
2 Expert Report, DeKalb County
3 School District, was marked for
4 identification.)

5 - - -

6 BY ATTORNEY SANDOVAL-BUSHUR:

7 Q. Do you recognize Exhibit-1C
8 as your expert report in the DeKalb case?

9 A. I do. This is a copy of my
10 report, dated May 19th, 2025, on behalf
11 of DeKalb.

12 - - -

13 (Whereupon, Exhibit
14 Meyers-1D, No Bates, 5/19/25
15 Expert Report, Board of Education
16 of Harford County, was marked for
17 identification.)

18 - - -

19 BY ATTORNEY SANDOVAL-BUSHUR:

20 Q. Do you recognize Exhibit-1D
21 as your expert report in the Harford
22 case?

23 A. That is correct. This is
24 the expert that I issued on May 19th,

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1 2025, on behalf of the Board of Education
2 of Harford.

3 - - -

4 (Whereupon, Exhibit
5 Meyers-1E, No Bates, 5/19/25
6 Expert Report, Irvington Public
7 Schools, was marked for
8 identification.)

9 - - -

10 BY ATTORNEY SANDOVAL-BUSHUR:

11 Q. Do you recognize Exhibit-1E
12 as your expert report in the Irvington
13 case?

14 A. That's correct. This is a
15 copy, on Tab 1E to the record, of my
16 report dated May 19th, 2025, on behalf of
17 Irvington Public Schools.

18 - - -

19 (Whereupon, Exhibit
20 Meyers-1F, No Bates, 5/19/25
21 Expert Report, Tucson Unified
22 School District, was marked for
23 identification.)

24 - - -

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1 BY ATTORNEY SANDOVAL-BUSHUR:

2 Q. Do you recognize Exhibit 1-F
3 as your expert report in the Tucson case?

4 A. That is correct. This is my
5 expert report, dated May 19th, 2025, on
6 behalf of Tucson.

7 Q. And I will hand you a second
8 binder labeled Exhibits-2A through 2F.

9 A. Thank you.

10 - - -

11 (Whereupon, Exhibit
12 Meyers-2A, No Bates, 7/25/25
13 Expert Reply Report, Breathitt
14 County School District, was marked
15 for identification.)

16 - - -

17 BY ATTORNEY SANDOVAL-BUSHUR:

18 Q. Mr. Meyers, do you recognize
19 Exhibit-2A as your reply report in the
20 Breathitt case?

21 A. I do. This is the reply
22 report that I issued on May 20 -- sorry,
23 July 25th, 2025, on behalf of Breathitt.

24 - - -

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1 (Whereupon, Exhibit
2 Meyers-2B, No Bates, 7/25/25
3 Expert Reply Report, Charleston
4 County School District, was marked
5 for identification.)

6 - - -

7 BY ATTORNEY SANDOVAL-BUSHUR:

8 Q. Do you recognize Exhibit-2B
9 as your reply report in the Charleston
10 case?

11 A. I do. This is the expert
12 reply report that I issued on July 25th,
13 2025, on behalf of Charleston.

14 - - -

15 (Whereupon, Exhibit
16 Meyers-2C, No Bates, 7/25/25
17 Expert Reply Report, DeKalb County
18 School District, was marked for
19 identification.)

20 - - -

21 BY ATTORNEY SANDOVAL-BUSHUR:

22 Q. Do you recognize Exhibit-2C
23 as the reply report in the DeKalb case?

24 A. I do. This is my expert

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1 report -- reply report, dated July 25th,
2 2025, on behalf of DeKalb.

3 - - -

4 (Whereupon, Exhibit
5 Meyers-2D, No Bates, 7/25/25
6 Expert Reply Report, Board of
7 Education of Harford County, was
8 marked for identification.)

9 - - -

10 BY ATTORNEY SANDOVAL-BUSHUR:

11 Q. Do you recognize Exhibit-2D
12 as your reply report in the Harford case?

13 A. I do. This is the expert
14 reply report, dated July 25th, 2025, for
15 the Board of Education of Harford.

16 - - -

17 (Whereupon, Exhibit
18 Meyers-2E, No Bates, 7/25/25
19 Expert Reply Report, Irvington
20 Public Schools, was marked for
21 identification.)

22 - - -

23 BY ATTORNEY SANDOVAL-BUSHUR:

24 Q. Do you recognize Exhibit-2E

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1 as your reply report in the Irvington
2 case?

3 A. I do. This is the expert
4 reply report, dated July 25th, 2025, that
5 I issued on behalf of Irvington.

6 - - -

7 (Whereupon, Exhibit
8 Meyers-2F, No Bates, 7/25/25
9 Expert Reply Report, Tucson
10 Unified School District, was
11 marked for identification.)

12 - - -

13 BY ATTORNEY SANDOVAL-BUSHUR:

14 Q. Do you recognize Exhibit-2F
15 as your reply report in the Tucson case?

16 A. I do. This is the expert
17 reply report, dated July 25th, 2025, that
18 I issued on behalf of Tucson.

19 Q. Exhibits-1A through 1F and
20 2A through 2F are the complete set of
21 expert reports that you submitted for the
22 six bellwether school district cases,
23 which are Breathitt, Charleston, DeKalb,
24 Harford, Irvington and Tucson, correct?

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1 A. I believe that's correct.

2 And I've had an opportunity,
3 as we went through these, to go in and
4 check to make sure that these appear to
5 be complete copies of all of the six
6 original reports dated May 19th and all
7 of the complete reports of the reply
8 reports dated July 25th.

9 Q. If I refer to the bellwether
10 cases, will you understand that I am
11 referring to the Breathitt, Charleston,
12 DeKalb, Harford, Irvington and Tucson
13 cases?

14 A. I will. Yes, sir.

15 Q. Your expert reports,
16 Exhibits-1A through 1F and 2A through 2F,
17 contain a complete statement of all
18 opinions you may express in the
19 bellwether cases and the bases and
20 reasons for them, correct?

21 A. At this time, correct, yes,
22 sir.

23 Q. Is there anything in your
24 expert reports, Exhibits-1A through 1F

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1 and 2A through 2F, that you believe
2 should be corrected?

3 A. No, sir, not at this time as
4 I sit here.

5 Q. Do you feel certain, sitting
6 here today, that there are no errors in
7 your damages calculations?

8 A. I do.

9 Q. Is there any opinion or
10 basis for any opinion that is not
11 contained in Exhibits-1A through 1F or 2A
12 through 2F that you intend to add between
13 now and trial?

14 A. Could you ask that again,
15 please?

16 Q. Are there any opinions that
17 you intend to offer at trial that are not
18 contained within Exhibits-1A through 1F
19 and 2A through 2F?

20 A. At this time, the
21 accumulation of the 12 reports that we
22 went over contain all of my opinions as
23 of today's date for this deposition.

24 To the extent that

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1 additional information would come to my
2 attention that would cause me to edit or
3 amend my report, those additional
4 opinions would be contained therein.

5 But as of today these
6 reports do contain all of the opinions I
7 intend to give and expect to give in
8 these bellwether trials, if you don't
9 mind me referring to them as such.

10 Q. Your expert reports,
11 Exhibits-1A through 1F and 2A through 2F,
12 identify all the materials that you
13 considered in forming your opinions,
14 correct?

15 A. At the time that those
16 reports were issued, they do. Yes, sir.

17 And the reply reports
18 contain additional documents that were
19 reviewed in connection with the actual
20 reply to the rebuttal reports, as well as
21 confirming any opinions that were given
22 at the original reports.

23 Q. There are no materials that
24 you considered in forming your opinions

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1 that are not contained in Exhibits-1A
2 through 1F and 2A through 2F, correct?

3 A. I agree with that, with the
4 caveat that there were things that were
5 received in connection with the reply
6 report, such as depositions that were
7 given after the date of the original
8 reports, that just further confirm or
9 bolster the opinions in the reports.

10 So if you take them
11 collectively as a whole, I agree with
12 you, yes, sir.

13 Q. In forming your opinions in
14 these cases, you did not consider any
15 internal documents of any defendant, like
16 internal e-mails or presentations,
17 correct?

18 A. You would have to be more
19 specific on that.

20 As you can go through the
21 materials reviewed, and perhaps we'll do
22 that today, there were a lot of range of
23 information. Some of those vendor
24 expense reports had information that may

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1 have contained e-mails or internal
2 documents attached to invoices, attached
3 to purchase orders.

4 So I cannot agree with you
5 on that. I do believe that that
6 information is contained in the materials
7 reviewed for these six bellwethers and
8 the other reports, as well, that we're
9 not talking about today.

10 Q. And I was asking about any
11 internal documents of any defendant, not
12 of the plaintiffs but of the defendants.

13 In forming your opinions in
14 these cases, did you consider any
15 internal documents of any defendant?

16 A. I guess I'm confused that --
17 internal documents of the defendant.

18 So any e-mails or
19 correspondence or documents among the
20 defendants not produced in this case?

21 Q. Did you -- you did not
22 review any documents in forming your
23 opinions in this case that were produced
24 by the defendants, correct?

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1 A. That's not correct.

2 Q. What documents did you
3 review in this case that were produced by
4 the defendants?

5 A. All of the rebuttal reports
6 that I cite in my materials reviewed,
7 including -- I believe there were four
8 reports prepared by Dr. Lakdawalla in
9 connection with a rebuttal analysis that
10 he performed on -- it was, Breathitt. He
11 prepared a report on behalf of
12 Charleston. He prepared a report on
13 behalf of Harford. He prepared a report
14 on behalf of Tucson.

15 Q. Yes.

16 A. Matthew Springer prepared a
17 report on behalf of Tucson. And
18 Mr. Hyman prepared a report on behalf of
19 DeKalb and --

20 Q. Irvington, correct?

21 A. I believe that's correct.
22 I'm just trying to find it to confirm.

23 Q. Mr. Meyers, I'm not --

24 A. Irvington. Correct.

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1 Q. I'm not asking about expert
2 reports. I'm asking about, setting aside
3 expert reports, documents produced by the
4 defendants in this litigation.

5 You did not --

6 A. So you're asking me to
7 assume that documents produced by the
8 defendants do not include the expert
9 reports that were produced by the
10 defendants? I got it.

11 Q. You did not review any
12 documents, in forming your opinions in
13 this case, that were produced by the
14 defendants, correct?

15 A. Other than the ones we just
16 discussed.

17 Q. Other than the expert
18 reports?

19 A. Yes, sir.

20 Q. In forming your opinions in
21 this case, you did not consider any
22 deposition or other testimony of any
23 current or former employees of any
24 defendant, correct?

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1 A. Any defendant? I think
2 that's fair.

3 Q. Were there any materials
4 that you -- that would have been helpful
5 to you in forming your opinions in this
6 case that you were not able to review?

7 A. No, sir, not that I'm aware
8 of today.

9 Q. In forming your opinions in
10 this case, you relied on documents that
11 were provided to you by plaintiffs'
12 attorneys, correct?

13 A. Could you ask it again,
14 please?

15 Q. In forming your opinions in
16 this case, you relied on documents that
17 were provided to you by plaintiffs'
18 attorneys, correct?

19 A. Either directly or
20 indirectly. All the documents went
21 through counsel in this particular case.

22 But the documents are what
23 was relied upon, not the information from
24 counsel.

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1 So they did act as the
2 medium to provide documents to me.

3 Q. And when you say "directly
4 or indirectly," do you mean that some of
5 the documents you relied on were provided
6 directly to you, Jeffrey Meyers, by
7 plaintiffs' attorneys and other documents
8 that you relied on were provided to your
9 support staff at Ashley -- at
10 Ascher-Meyers by plaintiffs' attorneys?

11 A. No, that's not what I'm
12 saying. Some of these were documents
13 that were requested by me through the
14 plaintiffs; so let me see the invoices,
15 let's see the general ledgers, please
16 provide those.

17 Other documents were
18 directly requested by me, such as
19 interview Byron Scheuneman of DeKalb,
20 looking at the documents. And then he
21 produced them to counsel to produce to
22 me.

23 So some of them were me
24 asking for the documents generally and

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1 not necessarily speaking to a
2 representative. And in other cases, as
3 detailed in the report, it was me
4 directly speaking to the CFO or the head
5 of the financial department to request
6 information that would be utilized in
7 connection with my report.

8 Q. There were no documents that
9 you relied on in this case that you
10 received directly from an employee of one
11 of the plaintiffs, correct?

12 A. I know that happened in one
13 or two cases. But I don't think it's on
14 any of these six bellwethers.

15 Q. Okay.

16 A. But it would have been to
17 counsel, and me copied on the e-mail, as
18 a result of a phone call. So it all went
19 through counsel, I guess I would say, but
20 may have come directly from an individual
21 at one of the schools.

22 Q. All of the documents that
23 you relied on in calculating damages in
24 these six bellwether cases were provided

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1 to you by plaintiffs' attorneys, correct?

2 A. Directly or indirectly, as
3 we just discussed.

4 Q. Did you receive any
5 assistance from anyone other than
6 plaintiffs' attorneys in preparing your
7 reports?

8 A. I do want to go back and
9 clarify one of my answers.

10 Some of the documents were
11 actually pulled by myself. They are in
12 the materials reviewed. I'm just
13 thinking about this now and, perhaps, we
14 should go through these one by one, while
15 I answer these questions.

16 But, for instance -- let's
17 see. So a good example would be in
18 Charleston. There were publicly
19 available information on Charleston, such
20 as the budget reports. They were
21 provided by counsel. But they were also
22 downloaded by me directly as publicly
23 available at my review.

24 So if you'd like to go

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1 through that, I'm happy to go through all
2 the materials reviewed and tell you which
3 ones were not given by counsel.

4 But anything that would have
5 an e-mail -- not an e-mail but have a
6 website address, such as Number 3, budget
7 reports, or Number 2, audited financial
8 statements for Charleston, those were
9 actually downloaded by me or my firm
10 directly.

11 So there is a third bucket.
12 It's either plaintiffs' counsel directly
13 or indirectly or downloaded by me
14 directly in connection with my analysis
15 on publicly available information.

16 Thank you for allowing me to
17 clarify.

18 Q. Did you receive any
19 assistance from anyone other than
20 plaintiffs' attorneys in preparing your
21 reports?

22 A. Assistance --

23 ATTORNEY GRADEN: Object to
24 form.

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1 THE WITNESS: Outside of my
2 firm?

3 BY ATTORNEY SANDOVAL-BUSHUR:

4 Q. Let's start with assistance
5 from within your firm.

6 And your firm is called
7 Asher-Meyers, correct?

8 A. It is.

9 Q. What assistance did you
10 receive from individuals from within your
11 firm, Asher-Meyers, in preparing your
12 reports?

13 A. Sure. So at my direction, I
14 had a number of associates who assisted
15 me in this case. Generally, their role
16 was in connection with accumulating data,
17 organizing the files, preparing
18 spreadsheets such as have been
19 incorporated with this report, to
20 organize the documents for me to analyze.

21 So it was largely a
22 data-gathering exercise, as I'm sure
23 we'll talk about today.

24 This forensic accounting was

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1 millions of invoices and general ledger
2 reports, hundreds of thousands of pages
3 of documents that were having to be
4 culled down to the exhibits as they are
5 here.

6 Vendors of all sorts over
7 all different mechanisms. When you're
8 looking at the general ledgers or vendor
9 expense reports for these schools, it's a
10 lot of information and data.

11 So they helped organize the
12 data and get the data in a form that I
13 could analyze it. And so that was their
14 role generally.

15 Q. In this case, you received
16 assistance from Harold Asher, David
17 Curtin, Chris Johnson, Taylor Jones?

18 A. Jobs.

19 Q. Jobs?

20 A. Jobs.

21 Q. Jobs. And Caroline Marks,
22 who changed her name?

23 A. She did. She got married in
24 May -- well, first week of June. I

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1 should put that on the record accurately.

2 Q. So Caroline Marks and
3 Caroline Towns are the same person?

4 A. That is correct. She is.

5 Q. So I'll just ask the
6 question so it's a little bit clearer.

7 In this case, you received
8 assistance from Harold Asher, David
9 Curtin, Chris Johnson, Taylor Jones --

10 A. Jobs.

11 Q. -- Jobs, sorry, thank you --
12 and Caroline Towns, correct?

13 A. Town, not with an S.

14 Q. Town.

15 What did -- what assistance
16 did you receive from Harold Asher?

17 A. Harold Asher and I spoke
18 largely about the theoretical components
19 on the lost-profits calculation that's
20 been done here in the forensic
21 accounting.

22 So our discussions were more
23 about the formulation of how to prepare
24 and finalize the actual lost profits

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1 calculations as you see on Exhibit-1.

2 Q. What assistance did you
3 receive from David Curtin?

4 A. Administrative, kind of
5 clerical information, as far as
6 organizing documents, putting them in
7 buckets, identifying what we had and
8 preparing the spreadsheets that take the
9 information from those PDFs and put them
10 into a more usable format.

11 Q. What are Mr. Curtin's
12 qualifications?

13 A. Mr. Curtin has a Master's
14 Degree in accounting. I think he has an
15 MBA -- no, it's an MBA not a -- an MBA.
16 He's a certified valuation analyst with
17 the NACVA, the National Association of
18 Certified Valuation Analysts.

19 And he's been working in
20 this role with me as an associate for
21 almost four years now.

22 Q. What assistance did you
23 receive from Chris Johnson?

24 A. Chris Johnson was data

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1 entry.

2 Q. What assistance did you
3 receive from Taylor Jobs?

4 A. Taylor Jobs acts mostly as
5 my assistant. It would be mostly data
6 entry or organizing the documents and
7 putting them into folders as I request.

8 Q. What assistance did you
9 receive from Caroline Town?

10 A. Caroline would have assisted
11 with preparing spreadsheets and working
12 through some of the forensic accounting
13 with me in this matter.

14 Q. Did you receive any
15 assistance from anyone outside of the
16 Asher-Meyers law firm?

17 A. Not a law firm.

18 Q. Sorry. Thank you for that.
19 I apologize.

20 A. I just want the record to be
21 clear. We are not a law firm.

22 Q. No, I -- yes.

23 Did you receive any
24 assistance from anyone other than

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1 individuals at the Asher-Meyers firm and
2 plaintiffs' attorneys in preparing your
3 reports?

4 A. Excluding the interviews
5 that I had directly with either plaintiff
6 witnesses or plaintiff personnel as
7 detailed in my report or including them?

8 Because I did have those
9 discussions as well, which that would be
10 outside of my firm or outside of
11 plaintiffs' counsel.

12 But those would be the three
13 buckets, the people inside my firm,
14 plaintiff counsel and documents that have
15 been received by them, and then the
16 interviews that were done by me as
17 detailed in all of the six reports.

18 Q. The plaintiffs' attorneys in
19 this case hired you to serve as an expert
20 witness, correct?

21 A. I believe that's correct.

22 Q. Which of plaintiffs'
23 attorneys specifically hired you?

24 A. I don't know the answer to

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1 that question. There's a lot of
2 attorneys in this case. I do not know
3 who specifically hired me.

4 I think that the invoices go
5 to a number of firms. So I guess you
6 would have to ask them specifically who
7 hired me.

8 Q. Which plaintiffs' attorneys
9 first contacted you to serve as an expert
10 witness in this case?

11 A. It would have been attorneys
12 at this firm here, Kessler Topaz.

13 Q. And who specifically from
14 Kessler Topaz?

15 A. I don't recall directly if
16 it was Melissa Yeates or Tyler Graden,
17 but it would have been one of the two of
18 them.

19 Q. Were you given an assignment
20 when you were hired?

21 A. I don't know that I was
22 given an assignment, necessarily, at the
23 time of my hiring.

24 We were talking about

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1 calculating damages, and that's an expert
2 role that I have done throughout my
3 career.

4 Q. Did your understanding of
5 your assignment in this case change at
6 any point during the course of your work?

7 A. I don't think so. I mean,
8 it was always contemplated that I was
9 going to do past lost damages, basically,
10 a calculation, and a forensic accounting,
11 which is why I was hired, to do a
12 forensic accounting of costs.

13 And that's effectively what
14 the reports that I've issued have done.

15 You'd have to ask them if
16 they had any other thoughts in mind of
17 things other than what I did that I could
18 have done.

19 But this was the role that I
20 was asked to prepare in this, and I did
21 do it.

22 Q. Was it always your
23 assignment to use allocation percentages
24 in your damages calculations that were

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1 derived from either employee affidavits
2 or interrogatory responses?

3 A. Could you ask that again?

4 Q. Was it always your
5 assignment to use allocation percentages
6 in your damages calculations that were
7 derived from either employee affidavits
8 or interrogatory responses?

9 A. I don't know that it was or
10 wasn't. The original scope was to
11 analyze hundreds if not thousands of
12 vendors, organize them, basically do a
13 forensic accounting on what the costs
14 were by vendor and be in a position to
15 work with counsel as to what the damages
16 would be in any particular case.

17 And so the allocation
18 percentages which are derived directly
19 from the persons most knowledgeable in
20 this case, either through verified
21 interrogatory responses or affidavits,
22 declarations, provided a component of
23 what went into that damages calculation.

24 Q. You get paid for your work

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1 as an expert witness, correct?

2 A. I do.

3 Q. How much are you getting
4 paid for your work in this case?

5 A. I'm getting paid on an
6 hourly basis.

7 Q. You are getting paid \$475 an
8 hour for your work in this case, correct?

9 A. I believe that's correct.

10 Q. And you are compensated for
11 the first hour of a deposition at \$950 an
12 hour; is that correct?

13 A. That is correct. For
14 depositions and trials.

15 Q. All work other than the
16 first hour of any deposition or trial
17 testimony that you do in this case is
18 billed at \$475 an hour; is that correct?

19 A. That's what it is for this
20 year. It's subject to go up in 2026.
21 But that is correct as of this point in
22 time.

23 ATTORNEY SANDOVAL-BUSHUR:

24 Let's mark Tab 3 as Exhibit-3.

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- - -
(Whereupon, Exhibit
Meyers-3, Meyers000011-0018,
Asher-Meyers Invoices, was marked
for identification.)
- - -
BY ATTORNEY SANDOVAL-BUSHUR:
Q. Mr. Meyers, do you recognize
Exhibit-3 as a copy of the invoices for
Asher-Meyers' work on this case?
A. I do.
Q. And the invoices in
Exhibit-3 contain the billings for you as
well as other people affiliated with
Asher-Meyers, correct?
A. That is fair, sir.
Q. You have billed a little
over \$185,000 for your time between
December 2024 and July 2025.
Does that sound right to
you?
A. I have no idea. I can -- if
you want to give me a pad or let me pull
up my phone and do a calculation, I can

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1 do it very quickly for you.

2 But I have not done that
3 math.

4 Q. Would it surprise you if you
5 have been paid \$185,000 for your work so
6 far on this case?

7 A. Let me go ahead and check
8 it, because I don't know that it would
9 surprise me or not.

10 But I'm just going to take
11 out my phone and pull out a calculator
12 real quick.

13 So a couple of things. One,
14 to clarify, I don't get paid, my firm
15 gets paid.

16 But subject to that
17 clarification, for the time that
18 Jeffrey E. Meyers has worked, Jeffrey E.
19 Meyers's time has been compensated to
20 Harold -- to Asher-Meyers at \$159,255.

21 That's what has been paid,
22 which is your question.

23 Q. Okay.

24 A. There's additional time that

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1 has been billed that has not been paid as
2 of the date of this deposition. So if
3 you'd like me to add up the rest of that
4 and see how much has been billed through
5 the end of July, I'm happy to -- I still
6 have the number up, I'm happy to make
7 that clarification.

8 Q. Please do.

9 A. Sure.

10 So through July, the biller
11 at Asher-Meyers, Jeffrey E. Meyers, which
12 is me, has billed time totaling \$181,075.

13 I did that slow for you.

14 Q. Okay.

15 A. Okay.

16 Q. So there is a little over
17 \$20,000 of your time that you have billed
18 but you have not yet been paid?

19 A. That's fair.

20 And I say that as of the
21 date this invoice went out, it had not
22 been paid. I don't do the billing at my
23 firm. So it may have been paid between
24 when this July bill went out, which

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1 probably would have been, my guess is ten
2 days ago and today.

3 So I don't know that it
4 hasn't been paid. But as I sit here
5 right now, I'm not aware of whether it
6 is -- has or has not. But according to
7 these bills, it had not at the time it
8 went out.

9 Q. Between December 2024 and
10 July 2025, the biller at Asher-Meyers,
11 Jeffrey E. Meyers, which is you, has
12 billed time totalling \$181,075, correct?

13 A. That's what I calculated as
14 well, yes, sir.

15 Q. Are you a co-owner of the
16 Asher-Meyers firm?

17 A. I am, yes, sir.

18 Q. What percentage of
19 Asher-Meyers do you own?

20 A. I don't know how that's
21 relevant here today.

22 Q. Are you refusing to answer
23 my question?

24 A. I'm just saying I don't

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1 think it's relevant here today.

2 I'm a co-owner with Harold
3 Asher. We are the two owners of
4 Asher-Meyers.

5 Q. What percentage of
6 Asher-Meyers do you own?

7 A. I'm not going to answer that
8 today.

9 Q. Okay. Do you receive any
10 portion of the profits of Asher-Meyers?

11 A. I would say indirectly; not
12 directly, but indirectly.

13 Q. What do you mean?

14 A. Well, Asher-Meyers -- I'll
15 give you a little bit of leeway on this.

16 Asher-Meyers is owned by two
17 entities, Jeffrey E. Meyers, Consulting,
18 and Harold A. Asher, CPA, LLC. And those
19 entities do not share profit-sharing,
20 because we get consulting fees based on
21 our ownership in the business and the way
22 that we provide our work.

23 Q. Are you a 100 percent owner
24 of Jeffrey E. Meyers Consulting?

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1 A. I don't know how that's
2 relevant. But I'll tell you that I am.

3 Q. And so the more money that
4 Asher-Meyers earns, the more money that
5 Jeffrey E. Meyers Consulting earns and
6 the more money you earn, correct?

7 A. That may or may not be the
8 case.

9 Q. Why would that not be the
10 case?

11 A. Because sometimes Jeffrey E.
12 Meyers may not have an interest in
13 something that Asher-Meyers owns or
14 earns.

15 Q. Okay. Do you receive any
16 portion of the time that is billed by
17 people other than you who worked on this
18 matter at Asher-Meyers?

19 A. I would say indirectly,
20 perhaps, yes.

21 Q. How do you receive money
22 relating to the time billed by people
23 other than you who worked on this matter
24 at Asher-Meyers?

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1 A. Well, Asher-Meyers is an
2 entity and a firm, and it has overhead.
3 Overhead has to be paid.

4 And to the extent that there
5 are additional amounts throughout the
6 course of a year that are in my excess of
7 what that overhead would otherwise be,
8 the two owners of Asher-Meyers would
9 participate in a percentage of that
10 additional earning, if you will, or that
11 profit.

12 Q. Do you have -- your invoices
13 that we received do not include the time
14 that you spent working on this case in
15 the month of August 2025, correct?

16 A. That's correct.

17 Q. How much time have you spent
18 working on this case in the month of
19 August 2025?

20 A. I do not know.

21 Q. And do you anticipate
22 billing for additional work in this case
23 between now and trial?

24 A. If there's additional work

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1 performed by me on an hourly basis for me
2 or anyone at my firm, then it will be
3 billed in connection with my engagement
4 with this firm on an hourly basis, yes,
5 sir.

6 Q. Looking at calendar year
7 2025, what percentage of your total
8 compensation has come from your work on
9 this case?

10 A. I wouldn't be able to tell
11 you.

12 Q. To prepare for this
13 deposition, did you meet with plaintiffs'
14 attorneys?

15 A. I did.

16 Q. How many meetings did you
17 have with plaintiffs' attorneys?

18 A. Two.

19 Q. How long were each of those
20 meetings?

21 A. I don't know exactly. I met
22 on Wednesday afternoon for a few hours
23 and then intermittently throughout the
24 day yesterday. So there was time we were

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1 meeting and time we weren't meeting.

2 So, you know, over the last
3 two days I would say I've been at this
4 office maybe 11 or 12 hours. So some
5 period less than that.

6 Q. And did you meet with
7 attorneys from the Kessler Topaz firm to
8 prepare for your deposition today?

9 A. I did.

10 Q. Did you meet with any
11 attorneys who are not affiliated with the
12 Kessler Topaz firm to prepare for your
13 deposition?

14 A. I believe there was one
15 other attorney yesterday who was not
16 affiliated with Kessler Topaz.

17 I don't know that he's not,
18 but I do not believe that he was.

19 Q. Who was that?

20 A. I believe it was Mr. Carlos
21 Rivera.

22 ATTORNEY SANDOVAL-BUSHUR:

23 Let's mark Tab 4 as Exhibit-4.

24 - - -

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1 (Whereupon, Exhibit
2 Meyers-4, Meyers000001-0010,
3 Curriculum Vitae of Jeffrey
4 Meyers, was marked for
5 identification.)

6 - - -

7 BY ATTORNEY SANDOVAL-BUSHUR:

8 Q. And, Mr. Meyers, I will
9 represent to you that this is the copy of
10 your CV that your counsel provided to us
11 earlier this week.

12 Is Exhibit-4 the current
13 version of your CV?

14 A. I believe it is. That's
15 correct.

16 Q. You live and work in
17 Louisiana; is that correct?

18 A. Well, I live in Louisiana.
19 I work all throughout the country. But
20 my office is located in Louisiana.

21 Q. You are a professional
22 expert witness, correct?

23 A. That -- I perform expert
24 witness work as one of the things that I

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1 do. I don't particularly say a
2 professional expert witness. I'm a
3 litigation consulting expert who
4 testifies in trials.

5 But other than that
6 distinction, that is one of the hats that
7 I wear.

8 Q. Do you professionally offer
9 your services as an expert witness in
10 litigation and other legal disputes?

11 A. Well, I offer my services in
12 the fields that I'm qualified, whether
13 it's lost profits or business valuation,
14 forensic accounting.

15 And depending on whether or
16 not, you know, it goes to trial and they
17 need somebody to testify, that's the only
18 time you become the witness.

19 Otherwise, I do expert work
20 on all those fields. I would say the
21 vast majority of cases don't go to
22 deposition or trial; and there's no
23 expert witness work that's being
24 performed in those cases.

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1 Q. Do you professionally offer
2 your services as an expert witness or
3 expert consultant in litigation and other
4 legal matters?

5 A. I would say expert
6 consultant. I'm comfortable answering
7 that question that I do offer my services
8 as a consulting expert in the fields in
9 which I've been, you know, qualified or
10 are within my scope of range.

11 Q. Is serving as a paid expert
12 a major part of your professional work?

13 A. As opposed to serving as an
14 unpaid expert?

15 Q. Sure.

16 A. I would say that both of
17 them are a part. There's oftentimes that
18 I serve as an expert in my capacity and
19 don't get paid.

20 So it's within the role of
21 what I do to both do expert work or
22 additional business consulting that's not
23 in the firm of expert consulting, if you
24 will. And some of those cases involve

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1 being paid and some of them don't.

2 Q. How much of your
3 professional time is spent serving as an
4 expert in legal matters?

5 A. We didn't go through all of
6 the initial formalities. So I'm going to
7 make a statement.

8 I'm asking you to
9 re-clarify. Are we -- I'm going to say
10 litigation consulting. Are you okay with
11 that clarification on litigation
12 consulting?

13 Because you want to say
14 legal matters, and I don't want to get
15 into a bag that I know what a legal
16 matter is or not.

17 I might help with a business
18 consulting engagement that talks about
19 leases that you may say is a -- is a
20 legal matter, but I would not consider it
21 a litigation consulting if it has no
22 dispute involved between two parties.

23 So either please re-clarify
24 your question or define the terms,

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1 because I don't want to misstate the
2 testimony that I'm giving.

3 Q. How much of your
4 professional time is spent serving as an
5 expert in connection with litigation?

6 A. I would say somewhere -- and
7 it ranges from year to year -- between 85
8 and 95 percent.

9 Q. What percentage of your
10 income comes from serving as an expert in
11 connection with litigation?

12 A. I wouldn't know the answer
13 to that.

14 Q. What do you hold yourself
15 out as an expert in?

16 A. Okay. Let's see if I can do
17 it.

18 I am an expert in forensic
19 accounting. I am an expert in lost
20 profits. I'm an expert in business
21 valuation. I've been qualified and
22 tendered and accepted without exception
23 as an expert economist, statistician,
24 fraud examiner.

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1 I have -- and some of these
2 are on my CV. I have been qualified in
3 the calculation of income,
4 determinations, securities, damages, lost
5 value.

6 I'm trying to think.

7 Community property partition
8 issues, I'll just say generally.

9 I guess that's the vast
10 majority. If you'd like me to read back
11 what I said and see if I think of
12 anything else.

13 But it's -- I've been
14 qualified and tendered in quite a number
15 of different fields.

16 Q. How many times have you been
17 hired by attorneys to serve as an expert
18 in connection with litigation?

19 A. I would not know the answer
20 to that question over my 21-year career.

21 Q. Have you been hired by
22 attorneys to serve as an expert in
23 connection with hundreds of litigation
24 matters?

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1 A. Sure.

2 Q. I believe I counted on your
3 CV that there were 60 cases in which you
4 served as an expert in the past four
5 years.

6 Does that sound
7 approximately right to you?

8 A. Would you like me to count
9 them?

10 Q. No.

11 Are you able to say whether
12 that would be in the ballpark?

13 A. Again, this is -- our CV --
14 my CV is updated. Harold's CV is updated
15 every time we testify in a case.

16 So I haven't counted it
17 recently. It normally ranges, over a
18 four-year period, in the average -- sixty
19 sounds okay without me going through and
20 counting these seven pages.

21 But I'm taking your word for
22 that.

23 Q. And you are not able to say
24 how many cases, over the course of your

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1 career, you have served as an expert in;
2 is that correct?

3 A. Okay. Well, so that's a
4 different question.

5 The answer is no, I cannot.
6 But these cases, these 60, are only cases
7 in which I provided deposition or trial
8 testimony. So these do not represent the
9 cases that I've served in in the last
10 four years.

11 Q. In a majority of the cases
12 where you've served as an expert were you
13 an expert for plaintiffs?

14 A. Absolutely not.

15 Q. In a majority of the cases
16 where you served as an expert, you were
17 an expert for defendants?

18 A. Absolutely not. So we have
19 to go break it down. So if you'd like, I
20 will try to give you an explanation of
21 how it's broken down. Because my
22 particular side of Asher-Meyers is
23 different than Mr. Asher's.

24 So I'm going to assume,

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1 first of all, that you're asking me about
2 Jeffrey Meyers and not Asher-Meyers.

3 Q. Correct.

4 A. Okay. Jeffrey Meyers
5 normally performs consulting services in
6 three different buckets in the litigation
7 category.

8 One, I'll call them economic
9 loss calculations. You may call them
10 personal injury, wrongful death, wrongful
11 termination, medical malpractice, present
12 values of future life care plans.

13 In those cases, I have a
14 very different kind of split, okay. So
15 my plaintiff work on cases in that, and I
16 don't have it measured exactly, but
17 generally, if it's cases in the door,
18 like, just hired and not time spent, it's
19 probably 70 to 80 percent plaintiff on
20 just that bucket.

21 And then as it relates to
22 time actually spent, closer to 50/50.
23 One of the larger clients that I have is
24 the Department of Justice. I represent

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1 the Department of Justice in calculating
2 economic damages for military hospitals
3 throughout the United States as one of
4 the things that I do.

5 So when I get involved in
6 those cases, whether it's a wrongful
7 death case or present value of a future
8 life care plan on a catastrophic injury,
9 the time spent on that dwarfs the amount
10 of time spent on a car accident case
11 where I'm calculating somebody's three
12 weeks of lost earnings.

13 So 50/50 if you're looking
14 at it on hours spent; 70 or 80/20 --
15 20/30 on plaintiff in and out the door.

16 The other bucket, which
17 is probably where about 30 to 40 percent
18 of the work I do is, divorce cases.

19 Would you like to skip that
20 bucket? Because it really doesn't matter
21 if you're a plaintiff or defendant in
22 that case.

23 Q. We can skip that bucket.

24 A. But a lot of those cases, I

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1 am the defendant. So I just -- that's
2 why I can't give you a number.

3 The other bucket that I have
4 is everything else. It could be white
5 collar crime, fraud cases in federal
6 court, criminal stuff. It could be for
7 lost profits. It could be business
8 interruption.

9 That's another one I've been
10 qualified as an expert in, a lot of
11 business interruption.

12 It could be business
13 interruption cases. It could be lost
14 profits cases. It could be securities
15 arbitration work. And in those cases,
16 some years it's almost 100 percent
17 defendants; some years it's almost
18 100 percent plaintiff.

19 Hurricane Ida came through
20 Louisiana in 2021. I represented a
21 number of insurance companies during
22 Hurricane Ida that a lot of them went to
23 trial or deposition. You'll see some of
24 them on here. That was all defense work.

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1 So the work that we perform
2 at Asher-Meyers, plaintiff work, defense
3 work, I would generally say it's about
4 50/50 over the period of time I've been
5 doing this.

6 But at any particular time,
7 the measurement may be different. I've
8 never done that measurement, though.

9 Q. Mr. Meyers, do you have a
10 degree in accounting?

11 A. I do not, no, sir.

12 Q. Are you a certified public
13 accountant, or CPA?

14 A. I am not.

15 Q. Are you an accountant?

16 A. I am.

17 Q. You are not a teacher,
18 correct?

19 A. I am.

20 Q. Sorry. You are not a K -- a
21 teacher in a K-12 educational setting,
22 correct?

23 A. I have.

24 Q. When were you a teacher in a

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1 K-12 educational setting?

2 A. What was the year of that?
3 2001, '02, I taught summer school for a
4 local high school in New Orleans while I
5 was in grad school.

6 Q. Okay. Since teaching summer
7 school at a local high school in New
8 Orleans in approximately 2001 to 2002 --

9 A. It was probably a little
10 later than that, now that I'm thinking
11 about it. It was probably '04, '05.

12 Q. Since teaching summer school
13 at a local high school in New Orleans in
14 approximately 2004 to 2005 have you
15 worked in any K-12 educational setting?

16 A. Can you define "work"? Do
17 you mean teach?

18 Q. Well, let's start there.
19 Since teaching summer school
20 at a local high school in New Orleans
21 from approximately 2005 -- let me start
22 that over.

23 Since teaching summer school
24 at a local high school in New Orleans

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1 from approximately 2004 to 2005, have you
2 taught in any K-12 educational setting?

3 A. I have not taught in any
4 K-12 setting during that period
5 subsequent to the period in which I
6 taught summer school at a local high
7 school in New Orleans.

8 Q. Since teaching summer school
9 at a local high school in New Orleans
10 from approximately 2004 to 2005, have you
11 been employed in any K-12 educational
12 setting?

13 A. I do not believe I have been
14 employed in any K-12 educational setting
15 subsequent to that period. I think
16 that's fair.

17 Q. Since teaching summer school
18 at a local high school in New Orleans
19 from approximately 2004 to 2005, have you
20 worked at all in a K-12 educational
21 setting?

22 A. I have.

23 Q. How so?

24 A. I've served on a number of

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1 boards at schools in New Orleans. That
2 would be, you know, in connection with --
3 some of it was fundraising, some of it
4 was legacy donation, some of it is simply
5 sitting on the board now as a parent. As
6 a high school student I've served on
7 volunteer boards.

8 So I have served on a number
9 of boards, if you will, for local high
10 schools in the K-12 setting over the
11 last -- I guess we'll call it 20 years,
12 if you will.

13 Q. Have you served on a school
14 board?

15 A. I guess you'll have to
16 define -- I've served on -- I don't know
17 the answer to the question as you're
18 defining it.

19 I have served formally on
20 certain boards. There was a legacy
21 fundraising board for a local high school
22 that I sat on for a number of years.

23 I don't know how you would
24 define school board. I mean, it was a

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1 formal board for the school, but it
2 wasn't in connection with, necessarily,
3 that Board of Education, if that helps.

4 Q. So you understand that
5 school districts are generally governed
6 by a school board?

7 A. Boy. That's a very loaded
8 question.

9 I understand in the cases
10 that we're talking about here that is
11 generally the case. In New Orleans, I
12 would say that you're probably not
13 correct. A lot of the schools in New
14 Orleans are governed by the Archdiocese,
15 which is not a school board, it's a
16 religious organization.

17 So I think that that
18 generalization is not necessarily true on
19 all places. But for the purposes of what
20 we're talking about, I will accept that
21 hypothet, that school boards in a public
22 setting are generally served by a board
23 where people will sit on that.

24 And I have not sat on one of

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1 those, if that's the question you're
2 trying to ask me.

3 Q. So have you ever served on
4 the school board whose responsibility it
5 is to govern a school district?

6 A. I have not.

7 Q. And have you ever served on
8 a school board whose responsibility it is
9 to govern a school?

10 A. I would say a qualified no.

11 Only to the extent that when
12 you're doing actual legacy donation
13 fundraising, which is part of the
14 endowment committee, that money does
15 govern the school in some capacity.

16 So I would say probably not.
17 But they may distinctly disagree with me,
18 that by me serving on that board, which
19 was part of the endowment committee, that
20 that does, in fact, serve the school's
21 purposes.

22 Q. You served on a fundraising
23 board for a school, correct?

24 A. It was partly fundraising

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1 but also part endowment stuff. But yes,
2 that's fair.

3 Q. What was that school?

4 (Reporter clarification.)

5 THE WITNESS: Brother Martin
6 High School.

7 BY ATTORNEY SANDOVAL-BUSHUR:

8 Q. Is that a private school?

9 A. It's a private parochial
10 school, Catholic school, down in New
11 Orleans.

12 Q. Other than serving on the
13 fundraising and endowment board for
14 Brother Martin High School, have you
15 served on a board for any other school?

16 A. I have served on a
17 fundraising board for Metairie Park
18 Country Day School in New Orleans. I
19 have served on the board for a local
20 organization called Son of a Saint that
21 directs students; it's kind of a Big
22 Brother program, and they deal with a
23 bunch of schools. So I've assisted with
24 dealing with the other schools and trying

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1 to get admission for students and working
2 through admission process for students
3 going into the high school process at
4 Brother Martin.

5 But subject to those other
6 two caveats, no.

7 Q. And is Metairie Park Country
8 Day School a private school?

9 A. It is.

10 Q. You are not a mental health
11 professional, correct?

12 A. That's fair to say. I'm not
13 an expert in mental health.

14 Q. Prior to your work in this
15 case, had you ever calculated damages for
16 a school district?

17 A. I think the answer to that
18 is yes.

19 Q. In what case, prior to this
20 case, did you calculate damages for a
21 school district?

22 A. I don't -- there were at
23 least three schools. Newman was one, and
24 there were other -- I'd have to go back.

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1 I mean, that's a long time
2 ago. During Hurricane Katrina -- you may
3 know about Hurricane Katrina, but for
4 those of us who lived it know that the
5 entire community was shut down.

6 So one of the things that I
7 was intimately involved in during
8 Hurricane Katrina, for the years
9 subsequent to it, was business
10 interruption calculations. And we
11 represented a number of schools and
12 school districts in calculating their
13 business interruption losses with their
14 insurance companies, because their
15 physical plants were down and they were
16 not able to attend school or host school
17 anymore. And so that was one of the
18 things that we were very much involved
19 on.

20 So during my career, I've
21 had the opportunity to calculate damages
22 for business interruption losses for
23 schools a number of times.

24 And I couldn't tell you the

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1 other schools. Newman would have been
2 one, which is one of the independent
3 private schools down in New Orleans.

4 But as I sit here right now,
5 I can't recall the others.

6 Q. Prior to your work in this
7 case, have you ever calculated damages
8 incurred by a school district other than
9 cases relating to Hurricane Katrina?

10 A. I believe that we also
11 represented school districts as it
12 related to BP losses. There was the
13 British Petroleum oil spill in 2010. It
14 was a pretty big thing.

15 And so we had the
16 opportunity to assist with the
17 calculation of their either contractual
18 losses under the settlement agreement or
19 lost profits during the period that, you
20 know, they had issues during that.

21 Q. Prior to your work in this
22 case, have you ever calculated damages
23 incurred by a school district other than
24 in cases relating to Hurricane Katrina

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1 and the BP oil spill?

2 A. I may have. But as I sit
3 here right now, other than those two
4 buckets, I can't recall.

5 Q. School districts do not have
6 profits, correct?

7 A. It depends on the school
8 districts. But generally, they are
9 not-for-profit organizations.

10 Q. A school district cannot
11 have lost profits, correct?

12 A. Please define "school
13 district" for me. Because I think you
14 and I are defining them in very different
15 ways.

16 Q. Well, this -- you understand
17 this case is about public school
18 districts, correct?

19 A. I do.

20 I also understand you didn't
21 ask me about public school districts.

22 Q. Well, when I refer to school
23 districts, I'm referring to public school
24 districts, okay?

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1 A. Okay.

2 Q. Public school districts
3 cannot have lost profits, correct?

4 A. If they are not-for-profit
5 organizations, then they do not have
6 profits in the traditional sense as a
7 business would.

8 Q. In this case, it was not
9 part of your assignment to look for
10 evidence of fraud in any school
11 district's financial records, correct?

12 A. That's fair.

13 Q. In this case, it was not
14 part of your assignment to look for
15 evidence of financial misconduct in any
16 school district's records, correct?

17 A. That's fair. That was not
18 within my scope.

19 Q. And you, in fact, did not
20 look for any evidence of fraud or
21 financial misconduct in any school
22 district's records, correct?

23 A. I did not look at it in any
24 particular way.

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1 But during the course of my
2 forensic accounting, I certainly did not
3 see anything that didn't reconcile or was
4 not consistent with the previous
5 auditor's findings and the financial
6 statements.

7 But I was not asked to
8 conduct a fraud analysis, if that's what
9 you're trying to ask.

10 Q. Is the field of forensic
11 accounting concerned with identification
12 of financial misconduct?

13 A. Not on its face, no, sir.

14 Q. Okay. You have not
15 calculated lost profits in this case,
16 correct?

17 A. I would disagree with you.

18 Q. Can you please explain how
19 you have calculated lost profits in this
20 case?

21 A. Sure. So lost profits, as a
22 general theory, comprises of a few
23 different things.

24 I'll try to give you the

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1 high-level theory, and you can walk down.

2 When you're dealing with a
3 lost profits case, you're generally
4 trying to figure out what the but-for
5 profits would be, which can be defined as
6 revenues less expenses. And then you're
7 trying to compare that to what the actual
8 were, revenue less expenses.

9 Another component of a lost
10 profits case is extra expenses. So you
11 deal with both saved expenses and extra
12 expenses.

13 So even though you're
14 dealing with a company, say a
15 not-for-profit, not-for-profits can still
16 have a lost-profits calculation. The
17 fact that the word is "lost profits"
18 doesn't mean that not-for-profits can't
19 have a diminution of their revenues or an
20 overage on their expenditures and still
21 have a differential between the but-for
22 world and the actual world. That's just
23 not simply the case.

24 But an additional component

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1 of lost profits is those extra expenses.
2 So if an expense was incurred that
3 otherwise would not have been incurred
4 but for the allegedly improper actions of
5 the defendants, that is a compensable
6 component of a lost-profits calculation,
7 so.

8 Q. When a school district
9 spends money, it has no expectation that
10 it will earn a profitable monetary return
11 on that spending, correct?

12 A. Would you please ask it
13 again?

14 Q. When a school district
15 spends money, it has no expectation that
16 it will earn a profitable monetary return
17 on that spending, correct?

18 A. I don't think I can answer
19 that question.

20 You're generalizing school
21 districts. And monetary return could
22 mean different things to other people.

23 I've done a lot of time
24 dealing with non-profits over my career,

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1 and the ability to generate revenues and
2 minimize expenses is part of the business
3 model.

4 You may not call that
5 profits, but they would call that
6 profits. Because what goes into their
7 fund, general fund, specific special
8 funds, allow them to continue to do
9 additional programatic stuff. So if the
10 amount of reserve they have -- or deficit
11 they have is increased, the reserve is
12 lessened, then it provides that they
13 cannot do additional things into the
14 future.

15 So not-for-profits sustain
16 lost profits like any other entity. Just
17 because they're not distributing profits
18 to shareholders does not mean that they
19 do not have the opportunity to use
20 surplus or savings from reduced expenses
21 for other components of what their
22 general mission is to serve.

23 I would call that a monetary
24 gain, if you will. I'm not going to

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1 quibble over the word "profit." But if
2 they have more money, they can do more
3 things and that does have a monetary
4 return to the mission of the
5 not-for-profit.

6 Q. When a school district
7 spends money, it may expect to receive a
8 non-monetary benefit in exchange for
9 spending that money, correct?

10 A. It may. Or it may -- it may
11 consider that it's receiving a monetary
12 benefit in exchange for that.

13 I can't generalize what any
14 particular school district would think or
15 say. I think if you got 100 boards in
16 here, half of them may agree with you and
17 the other half would say you're dead
18 wrong on that question.

19 Q. You are not opining on what
20 any school district expected to receive
21 in exchange for spending any money,
22 correct?

23 A. Could you repeat it, please?

24 Q. You are not opining on what

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1 any school district expected to receive
2 in exchange for spending any money,
3 correct?

4 A. I'm -- I don't understand
5 what you mean expended -- "expected to
6 receive."

7 Q. Well, you just told me that
8 you can't say what -- whether a school
9 district expected to receive a
10 non-monetary benefit in exchange for
11 spending money, correct?

12 A. Okay. Yes.

13 Q. So can you -- are you
14 opining on what any school district
15 expected to receive in exchange for
16 spending any money?

17 A. I don't believe that's
18 within the scope of what my expert report
19 is here.

20 But I certainly could not
21 tell you whether or not or what they
22 expected to receive, if anything, for
23 spending money. They spend money
24 contemporaneously based on the people and

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1 place who are doing their best to put the
2 programs in place, whether it's a
3 not-for-profit for a charity fundraiser
4 or public school district.

5 So I wouldn't purport to go
6 in and supercede the actualities with
7 speculation.

8 Q. It was not part of your
9 assignment in this case to determine
10 whether any school district received any
11 non-monetary value in exchange for
12 spending any money, correct?

13 A. Could you say it again?

14 It's a very long, compound
15 question. So I'm trying to get all the
16 pieces and many ill-defined -- or
17 undefined terms at this point. So I'm
18 trying my best.

19 Q. It was not part of your
20 assignment in this case to determine
21 whether any school district received
22 value in the form of improved educational
23 achievement in exchange for spending any
24 money, correct?

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1 A. That, I think, is a fair
2 statement. That I was not asked or
3 tasked with whether or not spending
4 increased or led to any additional
5 educational achievement within the school
6 district for the students.

7 Q. And you, in fact, have not
8 determined whether any school district
9 received value in the form of improved
10 educational achievement in exchange for
11 spending any money, correct?

12 A. I have done no analysis in
13 this case to determine anything related
14 to educational achievement, as I believe
15 it's defined, I'm defining it as student
16 achievement, in any of these particular
17 cases.

18 Q. It was not part of your
19 assignment in this case to determine
20 whether any school district received
21 value in the form of improved student
22 social-emotional outcomes, correct?

23 A. I don't know that I agree
24 with you on that.

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1 To the extent that the
2 damages that I've quantified include a
3 loss related to -- whether it would be an
4 SEL-type program or mental health-type
5 program, those out-of-pocket or, you
6 know, lost costs could have impacted, one
7 way or another, the health of the
8 children, as you stated it.

9 Q. But it was not part of your
10 assignment to determine whether, in fact,
11 any school district received value in the
12 form of improved social-emotional student
13 outcomes in exchange for spending money,
14 correct?

15 A. It was my role to quantify
16 the damages related to costs that were
17 expended for which the benefit had not
18 been received as a result of certain
19 programs that may overlap your definition
20 right now, which they would not have
21 received the benefit of those.

22 Q. I'm not sure I understand
23 your answer.

24 Was it part of your

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1 assignment to determine whether, in fact,
2 any school district received value in the
3 form of improved social-emotional student
4 outcomes in exchange for spending money?

5 A. I guess let's go back to the
6 beginning.

7 Define student
8 social-emotional outcomes.

9 Q. Did you examine student
10 social-emotional outcomes in this case?

11 A. I would ask you to define
12 student social and emotional outcomes.

13 Q. Well, you discuss
14 social-emotional learning in your
15 reports, correct?

16 A. No. I said that that was
17 one of the things that we looked at, were
18 programs related to social-emotional
19 learning and/or mental health.

20 You're asking me a question.
21 And I don't know how you define
22 social-emotional outcomes, which was not
23 a term that was used in my report.

24 So I'm asking you to define

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1 it, please.

2 Q. In your report, you look at
3 programs related to social-emotional
4 learning, correct?

5 A. That is correct.

6 Q. You did not examine what
7 value, if any, any school district
8 received in exchange for spending money
9 on programs relating to social-emotional
10 learning, correct?

11 A. And I'm saying I don't
12 necessarily agree with you on that.

13 Q. Well, can you please explain
14 to me how you examined what value any
15 school district received in exchange for
16 spending money on programs relating to
17 social-emotional learning?

18 A. Well, to the extent -- let's
19 just take an example. Let's go to one.

20 Let's look at Irvington. As
21 part of the Irvington report -- and this
22 is E -- Exhibit-1E attached to the
23 deposition that we went over earlier.

24 There were a number of

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1 vendors in Irvington in which I
2 quantified damages. Those vendors are
3 identified on Page 5 of the report. One
4 of those vendors that I'm talking about
5 specifically is CarePlus New Jersey, Inc.

6 \$3,124,586 was incurred with
7 CarePlus NJ, Inc. during the period
8 fiscal school year ending June 30th,
9 2016, through fiscal school year ending
10 June 30th, 2024. The damages that were
11 quantified in that particular case for
12 that 3.1, approximate, million dollars
13 was \$624,917.

14 Based on the persons most
15 knowledgeable about that program, who are
16 going to testify at trial and have
17 already attested to in verified
18 interrogatories or in affidavit -- I
19 guess I would have to go look for
20 Irvington -- that the portion of damages
21 related in this case to the alleged
22 improper actions of the defendants was
23 20 percent.

24 So by nature of that,

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1 80 percent of those costs went to the
2 benefit of the students, to the mission
3 that the school had.

4 That's how I understand it.

5 Q. Okay.

6 THE WITNESS: I don't know
7 when a good time to take a break
8 is.

9 ATTORNEY SANDOVAL-BUSHUR:
10 We can take a break now.

11 THE WITNESS: Great.

12 VIDEO TECHNICIAN: Going off
13 video record. The time is
14 10:11 a.m.

15 - - -

16 (Whereupon, a brief recess
17 was taken.)

18 - - -

19 VIDEO TECHNICIAN: Back on
20 video record. 10:29 a.m.

21 BY ATTORNEY SANDOVAL-BUSHUR:

22 Q. Mr. Meyers, what is social
23 media?

24 A. I don't know that I have a

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1 distinct definition. In this particular
2 case, I would define social media to be
3 the defendants in this particular matter.

4 Q. Is Twitter social media?

5 A. Again, I don't have a
6 definition of social media.

7 So I would define social
8 media, in this case, for the purpose of
9 my expert report, to be Facebook,
10 Instagram, Snapchat, TikTok and YouTube.

11 Q. When a person out in the
12 world refers to social media, do you know
13 what platforms that person is including
14 in that phrase "social media"?

15 A. I don't know what any
16 hypothetical person making a hypothetical
17 statement is referring to in their
18 hypothet. I do not.

19 Q. And when any employee of any
20 school district in this case refers to
21 social media and does not define the
22 platforms that they are including in that
23 definition of social media, you do not
24 know which platforms they are referring

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1 to, correct?

2 A. I guess it would depend on
3 who the people are and what the
4 statements are.

5 For the purposes of the
6 sworn testimony that I'm relying upon and
7 the affidavits that I'm relying upon, my
8 understanding is that the definition of
9 social media, for those people, are the
10 defendants in this matter as it relates
11 specifically to the alleged improper
12 actions of those defendants, when they
13 define social media in that way.

14 Q. What is your basis for that
15 understanding?

16 A. The interrogatory response,
17 which asked the questions about the
18 defendants in this matter, the
19 affidavits, or declarations, as they may
20 be. Those are the reasons.

21 Q. If you wanted to know how an
22 employee who submitted an affidavit
23 defined social media for purposes of
24 their affidavit, how would you go about

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1 answering that question?

2 A. You'd have to be more
3 specific.

4 I think what we should do is
5 go through the affidavits and answer them
6 one at a time. Because it would be
7 different for each and every person.

8 Q. We'll come back to that.

9 A. Sure.

10 Q. You have no data on how many
11 students in any school district used
12 YouTube, correct?

13 A. I don't have any data
14 relating to any student information at
15 all.

16 Q. And so you do not have any
17 data on how many students in any school
18 district used TikTok, Snapchat, Facebook
19 or Instagram, correct?

20 A. I don't have any information
21 as to any student information at all in
22 this matter.

23 Q. Do you use social media?

24 A. I do not. As I'm defining

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1 it the way you've defined it, which is
2 the way I defined it, which is the five
3 defendants in this case.

4 Q. If we use a broader
5 definition of social media to include all
6 social media platforms, do you use social
7 media?

8 A. I don't have a definition of
9 social media. So if you want to talk
10 about specific platforms, I might be
11 better able to answer your question.

12 Q. Sorry. Just to be clear, is
13 Twitter social media?

14 A. For the purpose of this
15 case, I'm not defining it as social
16 media.

17 I would generally say not in
18 the matter of this case. That I would
19 probably generally say, as someone who
20 has never used Twitter, that I would
21 consider it social media. But not social
22 media as defined in this matter.

23 Q. Is Reddit social media?

24 A. I would not define that as

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1 social media inside or outside of this
2 case.

3 Q. Is Pinterest social media?

4 A. What is Pinterest?

5 Q. Is Tumblr social media?

6 A. I don't know Tumblr.

7 Q. Is Twitch social media?

8 A. I would not say Twitch is
9 social media.

10 Q. Why not?

11 A. It's a platform that people
12 play video games. I wouldn't define that
13 as social media.

14 I don't define it in this
15 case as social media. And I wouldn't
16 define it outside of social media.

17 Q. Is Netflix social media?

18 A. I do not believe so, no.

19 Q. Why not?

20 A. Watching videos.

21 Q. So a platform on which
22 people watch videos is not, in your view,
23 social media?

24 A. It may be or it may not be.

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1 You're asking for my lay
2 opinion right now. I do not believe that
3 entertainment platforms such as Netflix
4 would be considered social media in my
5 lay non-expert opinion.

6 As an expert, the social
7 media platforms that I've defined herein
8 are the five that I mentioned and the
9 actions related to them in this
10 particular matter.

11 Q. For the definition of social
12 media to mean the five defendant
13 platforms in this case, are you relying
14 on a definition that was provided to you
15 by plaintiffs' counsel?

16 A. No. That's my understanding
17 of how the pleadings are and who is at
18 issue in this case and the answers to the
19 interrogatory questions and disclosures.

20 Q. You are not offering any
21 opinions about the conduct of any
22 defendant in this case, correct?

23 A. I think it's fair. As you
24 know, in my reply reports I'm not

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1 offering an opinion on causation. And I
2 would think that a question regarding
3 conduct would go to a causal issue or
4 causation issue.

5 So I'm not offering an
6 opinion as to the conduct of any of the
7 defendants in this matter.

8 Q. You are not offering the
9 opinion that defendants' conduct caused
10 harms, correct?

11 A. Again, that's specifically a
12 causation issue, in that you used the
13 word "cause" in it.

14 So I'm not offering an
15 opinion of causation in this matter.

16 Q. You are not offering the
17 opinion that the defendants' conduct
18 caused damages, correct?

19 A. As it relates to a causation
20 issue, I am not offering an opinion of
21 causation in this matter.

22 Q. You rely on others to make
23 the determination that school districts
24 incurred certain expenses because of

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1 social media, correct?

2 A. Ask it again, please.

3 Q. You rely on others to make
4 the determination that school districts
5 incurred expenses because of social
6 media, correct?

7 A. In part or in whole; not
8 necessarily that they in whole incurred
9 expenses, but that a portion of those
10 expenses relates to the alleged improper
11 actions of the defendants in this matter,
12 defined as social media as I previously
13 defined it for you.

14 Q. You are not offering an
15 opinion on how much of any school
16 district's damages are attributable to
17 each individual defendant, correct?

18 A. That's fair.

19 Q. Your damages calculations do
20 not differentiate between individual
21 defendants, correct?

22 A. I believe that's correct.

23 Q. You are not offering an
24 opinion on the amount of damages that

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1 YouTube caused any school district to
2 incur, correct?

3 A. I am not. In these cases,
4 just like a personal injury case where
5 you would have two different defendants,
6 you've got the trucking company and you
7 have the insurance company and you have
8 the other driver and then the third-party
9 driver, when calculating damages, the
10 expert calculating a lost profits or an
11 economic loss claim is not giving opinion
12 on the apportionment of how those would
13 go.

14 So I've given no weight to
15 any particular defendant. The damages
16 calculated by me herein relate to the
17 damages caused by the alleged improper
18 actions of the defendants in this matter
19 as a whole.

20 Q. Okay. Respectfully,
21 Mr. Meyers, a lot of that response was
22 not responsive to my question. And just
23 to get through the day, I'd ask that you
24 limit your responses to responding to my

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1 question.

2 ATTORNEY GRADEN: He did
3 answer your question, counsel.

4 BY ATTORNEY SANDOVAL-BUSHUR:

5 Q. You are not offering an
6 opinion on the amount of damages that
7 Snapchat caused any school district to
8 incur, correct?

9 A. As I just told you, the
10 damages calculations that I've done apply
11 the damages to all the defendants without
12 any apportionment to any particular
13 defendant or platform.

14 Q. So the answer is correct,
15 you are not offering an opinion on the
16 amount of damages that Snapchat caused
17 any school district to incur?

18 A. As I said, I am not offering
19 an opinion on any particular defendant in
20 this matter and have calculated the
21 damages for the entirety of the alleged
22 improper actions of the defendants in
23 this matter.

24 Q. Can you answer the question

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1 yes or no?

2 Are you offering an opinion
3 on the amount of damages that Snapchat
4 specifically caused any school district
5 to incur?

6 A. I cannot. Because the
7 damages may be utilized by the trial
8 court or somebody else to determine how
9 that gets apportioned.

10 So how my damages are used
11 after I testify with them -- I'm not
12 opining on causation, but without,
13 apportionment may be as a result of
14 testimony or the damages as they've been
15 defined.

16 So I don't know what's going
17 to happen yet. I am only giving the
18 opinion that the damages in this case
19 that I've calculated are as a result of
20 the alleged improper actions of the
21 defendants, plural, the defendants,
22 without any apportionment to any specific
23 defendant.

24 I don't know how -- a better

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1 way to answer it for you.

2 Q. Well, if I wanted to know
3 what your opinion is on the amount of
4 damages that Snapchat specifically caused
5 any school district to incur, can I find
6 that anywhere in your expert reports in
7 this case?

8 A. I do not have an opinion
9 specifically to Snapchat, because the
10 damages that I've calculated are for the
11 alleged improper actions of the
12 defendants, plural, as a whole.

13 Q. You are not offering an
14 opinion on the amount of damages that
15 TikTok specifically caused any school
16 district to incur, correct?

17 A. I don't know that I agree
18 with you on that.

19 I have not calculated or
20 quantified specifically what -- which one
21 were you on? TikTok?

22 Q. TikTok.

23 A. -- TikTok has. But the
24 damages have been calculated as a result

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1 of the alleged improper actions of the
2 defendants in this matter.

3 Q. If I wanted to know what
4 your opinion is on the amount of damages
5 that TikTok specifically caused any
6 school district, can I find that anywhere
7 in your expert reports?

8 ATTORNEY GRADEN: Objection.
9 Asked and answered.

10 THE WITNESS: As I've told
11 you before, and I'm happy to tell
12 you again, I've calculated the
13 damages as it relates to the
14 alleged improper actions of the
15 defendants as a whole, plural.

16 I have not itemized them for
17 any particular defendant.

18 BY ATTORNEY SANDOVAL-BUSHUR:

19 Q. And that is also true for
20 Instagram and Facebook, correct?

21 A. Same answer.

22 VIDEO TECHNICIAN: Mr.

23 Graden, could you grab your mike?

24 BY ATTORNEY SANDOVAL-BUSHUR:

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1 Q. If someone wanted to know
2 how much in damages a school district
3 incurred because of student use of
4 YouTube specifically, the damages
5 estimates that you offered in this case
6 would not answer that question, correct?

7 A. They may or may not, based
8 on the testimony that's given by the
9 plaintiffs in this matter.

10 Q. If someone wanted to know
11 how much in damages a school district
12 incurred because student use of Snapchat
13 specifically, the damages estimates that
14 you offered in this case would not answer
15 that question, correct?

16 A. They may or may not,
17 depending on the testimony of the
18 plaintiff in this matter.

19 Q. If someone wanted to know
20 how much in damages a school district
21 incurred because of student use of TikTok
22 specifically, the damages estimates that
23 you offered in this case would not answer
24 that question, correct?

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1 A. They may or may not, based
2 on the testimony of the plaintiffs in
3 this matter.

4 Q. If someone wanted to know
5 how much in damages a school district
6 incurred because of student use of
7 Instagram or Facebook specifically, the
8 damages estimates that you offered in
9 this case would not answer that question,
10 correct?

11 A. They may or may not, based
12 on the testimony of plaintiffs in this
13 matter.

14 Q. The inputs to your damages
15 calculations can be put into two
16 categories; one, the out-of-pocket costs
17 incurred by the school districts and,
18 two, the percentage of those
19 out-of-pocket costs allegedly incurred
20 due to social media; is that fair?

21 A. Could you ask it again?

22 Q. The inputs to your damages
23 calculations can be put into two
24 categories; first, out-of-pocket costs

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1 incurred by school districts, and,
2 second, the percentage of those
3 out-of-pocket costs allegedly incurred
4 due to social media; is that correct?

5 A. It's correct in part.

6 Let me go ahead and clarify
7 and see if I can do it better for you.

8 The -- what has been
9 utilized in this particular case was the
10 sustained past damages related to certain
11 out-of-pocket costs for select vendors,
12 and then it's multiplied by the
13 allocation percentages.

14 So there's two components.
15 You put it into two buckets. There may
16 be two columns that yield the damages,
17 one being the total cost of the vendor
18 and one being the allocation percentages.

19 But those are only two
20 assumptions of various assumptions that
21 go into the overall damages calculation.

22 So if all you're asking me
23 is does Exhibit-1 have a column for
24 vendor cost multiplied by a column for

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1 allocation percent to get the total, I
2 would agree with you, yes.

3 But to get to the vendor
4 cost itself was the tremendous amount of
5 work doing forensic accounting to
6 determine all of these invoices as they
7 are.

8 But starting with the fact
9 that that has been done and those are the
10 numbers, A times B equals C, I would
11 agree with you on those two buckets.

12 Q. The out-of-pocket costs that
13 you include in your damages calculations
14 are all payments that a school district
15 made to a third-party vendor, correct?

16 A. The select out-of-pocket
17 costs are all costs that have been paid
18 to a third-party vendor, that's correct.

19 Well, I take -- with the
20 exception of, I believe, one of the
21 bellwethers has some property damage
22 cases, and some of the property damage
23 costs were -- they may have been an
24 independent contractor who is affiliated

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1 with the school.

2 So I don't know if they were
3 technically a third party or not. But
4 that would be the only exception to
5 that -- to that, yes.

6 Q. You estimate damages by
7 adding up the total vendor costs for each
8 identified vendor and multiply that total
9 by the corresponding allocation percent,
10 correct?

11 A. I guess conclusory that's
12 correct. That marginalizes hundreds of
13 hours of work preparing the forensic
14 accounting to get the numbers to do the
15 addition.

16 But if we're starting with
17 the end game, yes, it's the math of the
18 sum of the vendor costs by the selected
19 vendors for the costs that have been
20 verified, confirmed and accurately
21 reliable, times the allocation percentage
22 that was used based on the sworn
23 testimony of the plaintiffs in this
24 matter as a result of the direct alleged

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1 actions of the defendants.

2 Q. I want to start by asking
3 about the information that you rely on
4 for the allocation percents that you use
5 in your damages calculations.

6 You had no role in
7 determining what any allocation percent
8 should be for any vendor for any school
9 district, correct?

10 A. I think that's fair to say.

11 Q. You do not have the
12 knowledge you would need to determine
13 what any allocation percent should be for
14 any vendor for any district, correct?

15 A. I haven't performed any
16 analysis, in my role as an expert in this
17 case, to try to determine an allocation
18 percentage for any particular vendor.

19 So it's not -- it's outside
20 the scope of what I've been asked to do
21 in this case.

22 Q. And you do not personally
23 have the knowledge, sitting here today,
24 that you would need to determine what any

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1 allocation percent should be for any
2 vendor for any bellwether school
3 district --

4 A. I'm not --

5 Q. -- correct?

6 A. I'm not prepared to give a
7 lay, fact or expert opinion in this trial
8 on the allocation percentage.

9 What we relied upon is the
10 persons most knowledgeable for each of
11 the bellwether school districts as it
12 relates to the allocation percentages
13 that they have determined, because of
14 their inherent and internal knowledge, as
15 a direct result of the alleged improper
16 actions of the defendants in this case.

17 Q. You did not offer input on
18 what the allocation percents should be
19 for any vendor for any district, correct?

20 A. That's correct. That's
21 fair.

22 Q. Did you receive any
23 allocation percents directly from any
24 school districts or did you receive all

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1 of the allocation percents directly from
2 plaintiffs' attorneys?

3 A. I didn't receive any from
4 plaintiffs' attorneys. They all came
5 from the plaintiffs directly.

6 Q. And when you say they "came
7 from the plaintiffs directly," do you
8 mean that you received them on employee
9 affidavits or in interrogatory responses?

10 A. I do.

11 Q. And did you receive those
12 employee affidavits or interrogatory
13 responses directly from an employee of
14 one of the school districts?

15 A. Oh, you're asking me
16 mechanically if the attorneys e-mailed me
17 the sworn statements of the parties most
18 knowledgeable? Yes, they did.

19 Q. Okay. When you offer an
20 amount of damages for a district, your
21 opinion is that your damage estimate is
22 reliable and accurate if you assume that
23 the allocation percents are reliable and
24 accurate, correct?

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1 A. The calculations are
2 reliable and accurate on their face. And
3 I have absolutely assumed that the
4 allocation percentages are accurate and
5 reliable in this particular matter.

6 Q. Your calculations are only
7 as accurate as the information you relied
8 on, correct?

9 A. I disagree with that.
10 The calculation -- again,
11 there's two parts to the calculations
12 here. I know you want to start with the
13 latter, and maybe we'll get back to the
14 former.

15 But this -- the work that I
16 performed as a forensic accountant, which
17 is the large role of what I played here,
18 involved hundreds of hours doing the
19 forensic accounting.

20 So what I will tell you is I
21 believe that it's inaccurate for you to
22 say that an allocation percentage would
23 change the accuracy or correctness or
24 reliability of any number, considering

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1 that the costs in here are costs that
2 have all been confirmed, audited and, you
3 know, accurate and reliable.

4 If what you're trying to ask
5 me, if the math changes if you use a
6 another multiple in a different column,
7 sure, math can change.

8 But the calculations are
9 reliable regardless of the allocation
10 percentage.

11 Q. So, Mr. Meyers, your opinion
12 is that your damages calculations are
13 accurate and reliable even if the
14 allocation percentages that you relied on
15 are inaccurate?

16 A. You're asking me to assume
17 something is inaccurate. Fine.

18 What I'm telling you is the
19 calculations themselves of the
20 multiplication is accurate, and that
21 input that goes into the select vendor
22 cost is accurate.

23 If what you're trying to ask
24 me is if a different allocation

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1 percentage would be used or determined to
2 be used, if a judge would ask me to use a
3 different one, if it would change the
4 resulting Column C for damages, it would.
5 It could go up or it could go down.

6 But it doesn't change the
7 accuracy or reliability of the work that
8 I've performed herein.

9 Q. If the allocation
10 percentages that you relied on are too
11 high, then your calculated damages would
12 be too high as well, correct?

13 A. I have no reason to believe
14 that the allocation percentages are too
15 high.

16 But mechanically,
17 mathematically speaking, if the
18 allocation percentages, Column B on
19 Exhibit-1 to these six bellwether
20 reports, were to be reduced by a percent,
21 then the damages would be produced --
22 reduced. And if the allocation percent
23 would be increased, then the damages
24 would be increased.

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1 That's the way the math
2 works.

3 Q. If the court or jury were to
4 conclude that the allocation percentages
5 that you relied on are not reliable or
6 accurate, then you would agree that they
7 should also conclude that your damages
8 estimates are unreliable, correct?

9 A. Absolutely not. I think
10 that's where we're talking over each
11 other.

12 I think that to the extent
13 that the judge or the jury, as you
14 determined it, would determine a
15 different allocation percentage, they
16 would have every ability to use the
17 report that I did, which is correct,
18 accurate and reliable, make those changes
19 and get the resulting calculations.

20 That's why the report is
21 accurate and reliable. The calculations
22 are done correctly.

23 So to the extent that they
24 believe a different percentage would be

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1 used, they would take the report, my
2 exact report, multiply it by the
3 forensically accounted-for select vendor
4 cost and multiply it by whatever
5 percentage they would choose to see fit
6 as a result of the alleged improper
7 actions of the defendants.

8 They can assume that all of
9 these are 100, and the math would just be
10 done like that.

11 Q. Mr. Meyers, I'm not asking
12 about the mechanics of your calculation.

13 A. You are.

14 Q. I'm asking about the output
15 of your damages calculation, okay?

16 Is there -- is there a term
17 that you would like me to use to refer to
18 that final output number from your
19 calculations?

20 A. You're asking me to assume
21 that the output of a calculation --

22 Q. Mr. Meyers, you're not
23 answering my question. I'm not asking
24 you --

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1 A. I am.

2 Q. -- to assume anything.

3 I asked you, is there a term
4 that you would like me to use to refer to
5 the final output number from your
6 calculations?

7 A. Call it total damages.

8 That's --

9 Q. Total damages.

10 A. -- what it is on Exhibit-1.

11 Q. Okay. If the court or jury
12 were to conclude that the allocation
13 percentages that you relied on are not
14 reliable or accurate, then you would
15 agree that they should also conclude that
16 your total damages are unreliable,
17 correct?

18 ATTORNEY GRADEN: Objection.

19 THE WITNESS: I disagree. I
20 disagree with you.

21 They would determine that
22 the total damages should be
23 recalculated by a percentage that
24 they determined, in their own role

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1 in this case, and that the new
2 resulting math would be the total
3 damages.

4 BY ATTORNEY SANDOVAL-BUSHUR:

5 Q. For your calculation of
6 damages related to costs incurred by
7 Breathitt, Charleston and DeKalb, you
8 relied on affidavits of district
9 employees for the allocation percents,
10 correct?

11 A. Give me a moment, please.
12 Breathitt?

13 That's correct. On
14 Breathitt I relied on the affidavit of
15 Phillip Watts and Will Noble.

16 What was the second one?

17 Q. Just, we'll go through them
18 and ask I'll a question and make sure we
19 have a clean record.

20 For Charleston, did you rely
21 on the affidavit of a district employee
22 for allocation percents?

23 A. I did. I relied on the
24 affidavit of Allison -- I think it was

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1 Lisa Allison, executive director of
2 student support.

3 Q. For DeKalb, you relied on
4 the affidavit of a district employee for
5 allocation percents, correct?

6 A. That is correct. It was the
7 affidavit of Monika Davis.

8 Q. For your calculations of
9 damages relating to costs incurred by
10 Breathitt, Charleston and DeKalb, you
11 rely on affidavits of district employees
12 for the allocation percents, correct?

13 A. That is correct, yes, sir.

14 Q. You consider the allocation
15 percents from the affidavits of the
16 district employees to be an essential and
17 necessary input to your total damages
18 number, correct?

19 A. I agree that it's one of the
20 two inputs that calculate damages, based
21 on the testimony -- the sworn testimony
22 of the persons most knowledgeable related
23 to the damages caused by the alleged
24 improper actions of the defendants in

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1 this matter.

2 Q. You are not able to say
3 whether the allocation percents provided
4 in the employee affidavits are accurate,
5 correct?

6 A. I believe that they are
7 accurate. They're sworn testimony of
8 individuals.

9 Q. What have you done to
10 validate that the allocation percents
11 provided in the employee affidavits are
12 accurate?

13 A. I've relied upon the sworn
14 written statements of the persons most
15 knowledgeable, testifying under oath,
16 that the damages in this case for these
17 select particular vendors were caused as
18 a direct result of the alleged actions of
19 the defendants in this matter.

20 Q. Your testimony is that the
21 allocation percents in the employee
22 affidavits are accurate because they are
23 sworn statements; is that correct?

24 A. They are sworn statements by

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1 the persons most knowledgeable to testify
2 as to the harm caused by the alleged
3 improper actions of the defendants in
4 this matter.

5 Q. What did you do to determine
6 that each of the employees whose
7 affidavits you relied on is the person
8 most knowledgeable?

9 A. They are the ones providing
10 the affidavits and are going to provide
11 testimony at trial, is my understanding,
12 related to the allocation percentages.

13 Q. Okay. So your testimony is
14 that you believe the allocation percents
15 provided in the employee affidavits are
16 accurate because they are sworn
17 statements from the people most
18 knowledgeable; and they are the people
19 most knowledgeable, in your belief,
20 because they submitted affidavits,
21 correct?

22 A. No. Because they are the
23 people most knowledgeable about the
24 impact of the damages caused as a result

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1 of the alleged improper actions of the
2 defendants.

3 Q. What did you do to determine
4 that each of the employees who submitted
5 an affidavit is the person most
6 knowledgeable about the impact of the
7 damages caused as a result of the alleged
8 improper actions of the defendants?

9 A. If you'd like, we can go
10 through the affidavits.

11 The affidavits speak for
12 themselves of the sworn testimony, where
13 they go through the reasons why they are
14 the people most knowledgeable. They go
15 over their history with the school. They
16 go over all the reasons.

17 I have no reason to assume
18 or believe that the testimony that
19 they're giving is anything other than the
20 truthful testimony of those people.

21 And the fact that they are
22 standing in a position to testify at
23 trial as the persons most knowledgeable
24 is the reasons that they are the persons

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1 most knowledgeable.

2 Q. Mr. Meyers, you assume that
3 the allocation percents provided in the
4 employee affidavits are accurate,
5 correct?

6 A. I do.

7 Q. You assume that the
8 allocation percents provided in the
9 employee affidavits are provided by the
10 persons most knowledgeable, correct?

11 A. Who are going to provide
12 testimony at trial related to the alleged
13 improper actions of the defendants in
14 this matter.

15 Q. Mr. Meyers, you did not
16 answer my question.

17 Do you assume that the
18 allocation percents provided in the
19 employee affidavits are provided by the
20 persons most knowledgeable?

21 A. The persons most
22 knowledgeable who are going to provide
23 testimony at the trial relating to the
24 alleged improper actions of the

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1 defendants in this matter.

2 I don't know why you want to
3 keep taking off the result of my answer.

4 Q. Well, you're not -- you're
5 not giving an answer. You're just adding
6 words to the end of my question.

7 So I guess maybe I'll try a
8 different way of asking the question.

9 ATTORNEY GRADEN: Objection
10 to the misstatement by counsel.

11 BY ATTORNEY SANDOVAL-BUSHUR:

12 Q. Do you assume that the
13 allocation percents are provided by --
14 sorry. Let me start that again.

15 Do you assume that the
16 allocation percents provided in the
17 employee affidavits are provided by the
18 persons most knowledgeable who you
19 understand are going to provide testimony
20 at trial relating to those percentages?

21 A. As a result of the damages
22 of the alleged improper actions of the
23 defendants, yes.

24 Q. And what is the basis of

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1 your understanding that the employees
2 whose affidavits you rely on will testify
3 relating to the alleged improper actions
4 of defendants?

5 A. Because of the -- the
6 statements themselves.

7 Again, let's -- let's look
8 at the declarations or affidavits
9 together.

10 Q. Well --

11 A. They speak for themselves.

12 Q. The affidavits do speak for
13 themselves.

14 And so if the affidavits
15 that you relied on do not mention
16 defendants, then the -- you have no basis
17 for saying that the affidavits refer to
18 defendants; is that fair?

19 ATTORNEY GRADEN: Objection.

20 THE WITNESS: Are you asking
21 me a legal conclusion -- for a
22 legal conclusion?

23 BY ATTORNEY SANDOVAL-BUSHUR:

24 Q. In no way, shape or form am

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1 I asking for a legal conclusion.

2 If an affidavit does not
3 mention defendants, you have no basis for
4 saying that the affidavit relates to the
5 defendants, correct?

6 A. Let's go through the
7 affidavits. Please give me a copy.

8 Q. Can you --

9 A. Without looking at the
10 affidavits, I'm not going to answer that
11 question.

12 Q. Okay.

13 A. So let's please look at
14 them.

15 Because you're making an
16 implicit representation that their
17 affidavits do not relate to the
18 defendants. And I don't, as I sit here
19 right now, agree with that or believe
20 that to be the case.

21 Q. Okay.

22 ATTORNEY SANDOVAL-BUSHUR:

23 We're on 5.

24 THE WITNESS: We were on --

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1 yes. Exhibit-5. We had the
2 invoices as 3 and 4, respectively.

3 - - -

4 (Whereupon, Exhibit
5 Meyers-5, No Bates, Affidavit of
6 Lisa Kathryn Allison, was marked
7 for identification.)

8 - - -

9 BY ATTORNEY SANDOVAL-BUSHUR:

10 Q. Mr. Meyers, I'm handing you
11 what has been marked as Exhibit-5, which
12 is the affidavit of Lisa Kathryn Allison.

13 Do you see that?

14 A. I do.

15 Q. And this is the affidavit
16 that you relied on for your damages
17 calculations relating to Charleston,
18 correct?

19 A. That is correct.

20 Q. Okay. Ms. Allison's
21 affidavit does not mention any of the
22 defendants, correct?

23 A. I guess let me take a minute
24 to read it.

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1 Okay. Could you ask the
2 question again?

3 Q. Exhibit-5, Ms. Allison's
4 affidavit, does not mention any of the
5 defendants, correct?

6 A. I disagree.

7 Q. Please show me where
8 Ms. Allison's affidavit mentions any of
9 the defendants.

10 A. Everywhere that it mentions
11 social media or social media-related
12 relates to the defendants.

13 My understanding is that the
14 persons most knowledgeable, including
15 Ms. Allison, who are going to testify are
16 very well aware and understand this case.

17 And when they define social
18 media in this case, they are defining it,
19 for the purposes of the allocation
20 percentages, to define social media to be
21 the five platforms that we talked about
22 earlier, and specifically defendants in
23 this matter, and the alleged improper
24 actions as a result of it.

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1 Q. Mr. Meyers, what is the
2 basis of your understanding that when an
3 affidavit refers to social media it is
4 referring specifically to defendants?

5 A. I just gave you my reason.
6 Would you like me to restate it?

7 Q. I didn't hear any factual
8 basis.

9 Do you have any factual
10 basis for your understanding?

11 A. My understanding is that in
12 the affidavits that were provided to me,
13 the social media related to the persons
14 most knowledgeable who are offering this
15 opinion understand that social media in
16 this case relates to the defendants in
17 this matter and the platforms at issue
18 specifically in all these cases.

19 And we can go through each
20 one where she says social media.

21 But the representation that
22 because she doesn't mention a specific
23 platform, that her use of social media
24 does not relate to the defendants in this

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1 matter is not my understanding.

2 Q. You assume that when an
3 affidavit refers to social media that the
4 affidavit is referring only to
5 defendants, correct?

6 A. My understanding is that the
7 definition of social media that's being
8 used by the persons who are involved in
9 this case, who are going to provide
10 testimony at this trial, are utilizing
11 social media to define the defendants in
12 this matter and the impact of their
13 alleged improper actions on these
14 particular vendors, to the extent that
15 we're talking just about my role in the
16 affidavit component.

17 Q. Nothing in Ms. Allison's
18 affidavit says that social media is
19 limited to defendants, correct?

20 ATTORNEY GRADEN: Objection.

21 Asked and answered.

22 THE WITNESS: I don't know
23 that I agree with that. But there
24 is not a definition of social

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1 media in this affidavit.

2 BY ATTORNEY SANDOVAL-BUSHUR:

3 Q. And you cannot --

4 A. That's my understanding.

5 Q. You cannot point me to
6 anywhere in Ms. Allison's affidavit where
7 she refers to defendants or refers to
8 YouTube or refers to Snapchat or refers
9 to TikTok or refers to Instagram or
10 refers to Facebook, correct?

11 ATTORNEY GRADEN: Objection
12 to form.

13 THE WITNESS: Can you ask
14 them one at a time, it's a
15 compound question, please?

16 BY ATTORNEY SANDOVAL-BUSHUR:

17 Q. You can't -- really can't
18 answer that question, Mr. Meyers?

19 A. Well, the whole affidavit
20 starts with that this case is in re:
21 social media adolescent. It's defined in
22 the pleadings that this affidavit is on.

23 So your expectation --
24 respectfully, it's unprofessional for you

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1 to roll your eyes at the answer I'm
2 giving. I'm doing my best here, and
3 whether you like or dislike my answers,
4 it's not professional. So I'd please ask
5 you to stop.

6 Is there a question pending?

7 Q. No.

8 You are not able to say
9 whether the allocation percents provided
10 in the employee affidavits are reliable,
11 correct?

12 A. I am not giving any fact
13 testimony as to the allocation
14 percentages. I have assumed that the
15 testimony given in the sworn statements
16 of the persons most knowledgeable is
17 correct and accurate and reliable as it
18 relates specifically to the alleged
19 improper actions caused by the defendants
20 in this matter.

21 Q. You relied on the employees
22 who provided the affidavits to provide
23 accurate allocation percentages, correct?

24 A. I assumed that their

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1 allegation percentages are accurate based
2 on the testimony that they will give as
3 to the impact of the alleged improper
4 actions of the defendants in this matter.

5 Q. You did not take any steps
6 to validate the accuracy of the
7 allocation percentages provided in the
8 employee affidavits, correct?

9 A. I have no reason to believe
10 they are not accurate. But I did not
11 take any additional steps to validate or
12 not validate anything in them, other than
13 to accept that the sworn written
14 statements of the persons most
15 knowledgeable are going to -- and who are
16 going to testify in this matter have
17 accurately, correctly and properly
18 represented how they will testify as it
19 relates to the direct impact of the
20 alleged improper actions of the
21 defendants in this matter.

22 Q. For purposes of -- well,
23 I'll move on.

24 If, for example, an employee

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1 affidavit estimated that 50 percent of a
2 vendor's cost was attributable to social
3 media, you are not offering the opinion
4 that 50 percent of that vendor's cost
5 was, in fact, attributable to social
6 media, correct?

7 A. I am not giving an expert
8 opinion as to the validation of an
9 allocation percentage, other than it's
10 reliable to -- sorry -- it's acceptable
11 and reliable to utilize the affidavit or
12 sworn testimony of the person most
13 knowledgeable who is going to testify as
14 to that percentage, that 50 percent
15 hypothet that you've given me, as it
16 impacts those select vendors as a direct
17 result of the alleged impact -- the
18 impact of the alleged improper actions of
19 the defendants.

20 Q. And that is the same for all
21 percentages for all vendors in all of the
22 employee affidavits, correct?

23 You are not offering the
24 opinion that any percentage is, in fact,

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1 attributable to social media, correct?

2 A. Other than in each and every
3 one of the affidavits and sworn
4 interrogatories -- verified interrogatory
5 responses that the testimony is and will
6 be accurately given as it relates hereto
7 that these are as a direct result of the
8 alleged improper actions of the
9 defendants.

10 It's -- it was -- maybe to
11 help that along, it's the same for each
12 and every one of the assumptions in the
13 bellwethers as we talked about here in
14 Charleston.

15 Q. So for all of the
16 percentages for all the vendors for all
17 the employee affidavits, you are not
18 offering the opinion that any percentage
19 is, in fact, attributable to social
20 media, correct?

21 A. I am not offering an expert
22 opinion as to the allocation. I have
23 relied upon the sworn testimony of the
24 persons most knowledgeable to provide the

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1 percentage or allocation percentage as to
2 the alleged improper actions of the
3 defendants and the damages that they have
4 caused.

5 Q. When you offer a damages
6 amount for a district, your opinion is
7 that your total damages are reliable if
8 you assume that the percentages provided
9 in the employee affidavits are reliable
10 and accurate, correct?

11 ATTORNEY GRADEN: Objection.

12 THE WITNESS: We've gone
13 through this. Asked and answered.

14 I do not assume that. The
15 calculations are accurate and
16 reliable. The math is accurate
17 and reliable.

18 To the extent that the
19 allocation percentages would
20 change, the math may change. But
21 it has nothing to do with the
22 reliability or accuracy of the
23 report as calculated and provided
24 herein.

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1 BY ATTORNEY SANDOVAL-BUSHUR:

2 Q. If the court or jury
3 concludes that the employee affidavits
4 included costs attributable to issues for
5 which a school district cannot seek
6 damages in their allocation percentages,
7 you would agree that the total damages
8 that you present in your expert reports
9 would need to be recalculated, correct?

10 A. I would agree with that.

11 Q. For your calculation of
12 damages related to costs incurred by
13 Harford, Irvington and Tucson, you relied
14 on responses to interrogatories for each
15 of the allocation percentages, correct?

16 A. That's correct for Harford.
17 That is correct for Irvington. And that
18 is correct for Tucson. Yes, sir.

19 Q. You consider the allocation
20 percents from the responses to the
21 interrogatories to be an essential and
22 necessary input to your damages
23 calculations, correct?

24 A. It's one of the inputs that

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1 goes into the damages calculation.

2 Q. And it's an essential and
3 necessary input to reaching the total
4 damages that you present in your reports,
5 correct?

6 A. It's one of the two, as we
7 talked about, buckets of information;
8 Column A times Column B.

9 So, yes, it is a -- I guess
10 I'll agree with you that it is a
11 necessary component of multiplying A and
12 B to get C.

13 Q. You are not able to say
14 whether the allocation percents provided
15 in the interrogatory responses are
16 accurate, correct?

17 ATTORNEY GRADEN: Objection.

18 THE WITNESS: It's the same
19 question.

20 I believe that they are
21 accurate. I have no reason to
22 believe that they are not
23 accurate. And it's sworn
24 testimony from the plaintiff in

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1 the verified interrogatory related
2 specifically to the damages of the
3 out-of-pocket hard costs by the
4 persons most knowledgeable.

5 My understanding is that
6 there will be testimony that goes
7 with the interrogatory sworn
8 responses for the allocation
9 percentages as it relates
10 specifically to the alleged
11 improper actions of the defendants
12 in this matter.

13 BY ATTORNEY SANDOVAL-BUSHUR:

14 Q. You did not take any steps
15 to validate the accuracy of the
16 allocation percents provided in any
17 interrogatory responses, correct?

18 ATTORNEY GRADEN: Objection.

19 THE WITNESS: Same as the
20 affidavits. I have no reason to
21 believe that they are inaccurate.
22 They're sworn testimony from the
23 plaintiffs specifically in these
24 matters.

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1 But I have not done any
2 additional investigation as to the
3 percentages themselves.

4 BY ATTORNEY SANDOVAL-BUSHUR:

5 Q. You relied on the district
6 to provide, in the interrogatory
7 responses, accurate allocation
8 percentages, correct?

9 A. I've relied upon the sworn
10 statements of the plaintiffs in these
11 three particular matters, who have
12 provided an answer to the damages caused,
13 and the allocation of those damages
14 caused, due to the alleged improper
15 actions of the defendants in this matter
16 as one of the inputs into the
17 calculations that I have done for this
18 court.

19 Q. Are you personally vouching
20 for the accuracy of any of the allocation
21 percentages provided in any of the
22 interrogatory responses?

23 A. I am vouching for the fact
24 that it is reasonable, it's expected,

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1 it's peer accepted to utilize sworn
2 testimony, a fact witness and/or expert
3 witnesses as an assumption into a
4 calculation of a lost profits damage
5 component.

6 Q. But I'm asking about the
7 accuracy of the input to that
8 calculation.

9 You are not personally
10 vouching for the accuracy of the
11 allocation percentages provided in any of
12 the interrogatory responses, correct?

13 A. I am assuming that the sworn
14 statement of the persons most
15 knowledgeable who will testify at trial
16 have accurately represented what their
17 testimony will be related to the damages
18 that have been caused as a result of the
19 alleged improper actions of the
20 defendants in this matter.

21 Q. Are you vouching for the
22 accuracy of the allocation percentages
23 provided in any of the interrogatory
24 responses?

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1 ATTORNEY GRADEN: Objection.

2 THE WITNESS: I think I just
3 answered your question.

4 I'm vouching that the
5 information that was provided in
6 the interrogatory response is an
7 accurate response for me to rely
8 upon as it relates to the
9 allocation percentage of the
10 damages caused for those select
11 vendors as a result of the direct
12 actions and -- alleged improper
13 actions of the defendants in this
14 matter.

15 BY ATTORNEY SANDOVAL-BUSHUR:

16 Q. I understand that you
17 believe that it is appropriate for you to
18 rely, for your calculations, on the
19 percentages in the interrogatory
20 responses.

21 A. Thank you.

22 Q. I am asking about the actual
23 percentages provided in the interrogatory
24 responses and whether those are accurate

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1 or inaccurate estimations of the
2 percentage of any of these vendor costs
3 that are, in fact, attributable to
4 defendants' conduct.

5 A. Okay. So -- are you still
6 going?

7 Q. You are not vouching that
8 the percentages provided in the
9 interrogatory responses that you rely on
10 are accurate estimations of the
11 percentage of any vendor costs that are,
12 in fact, attributable to defendants'
13 conduct, correct?

14 ATTORNEY GRADEN: Objection.

15 THE WITNESS: I think where
16 I'm getting hung up, counselor, is
17 the determination of the
18 percentages may be a fact that is
19 in dispute in this case.

20 So I'll make the record
21 clear that I am vouching for the
22 accuracy of the people who are
23 going to testify as to that.

24 How that allocation

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1 percentage gets determined at
2 trial doesn't make it accurate or
3 inaccurate.

4 So you keep using the term
5 "accuracy" or "accurately." It is
6 accurate. The interrogatory
7 response is accurate as to the
8 percentage that is being assigned
9 to the alleged improper actions of
10 the defendants in this matter.

11 BY ATTORNEY SANDOVAL-BUSHUR:

12 Q. You understand that if, in
13 an interrogatory response, a district
14 said that 20 percent of a vendor cost was
15 attributable to the conduct of
16 defendants, that may be true or it may
17 not be true, correct?

18 ATTORNEY GRADEN: Objection.

19 THE WITNESS: I disagree
20 with you. It is true that they
21 have allocated it.

22 Whether or not that -- it's
23 like a personal injury case,
24 right. A doctor on one side comes

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1 in and says, you know, I believe
2 that this person needs injections
3 for the rest of their life,
4 epidural injections, at the cost
5 of \$5,500, bilateral, on the
6 lumbar, twice a year for the
7 remainder of their life
8 expectancy. And another doctor
9 comes by and says, I disagree with
10 that. I don't believe that to be
11 the case.

12 I don't believe that the
13 doctor on either side that I'm on
14 is wrong. Their representation is
15 accurate. It's subject to the
16 reasons we're here, going to
17 trial.

18 So it is accurate and it is
19 reliable what the interrogatory
20 percentage says.

21 Now, whether or not the
22 trier determines something
23 differently, I just don't
24 understand why -- I don't

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1 understand your question, I guess.

2 BY ATTORNEY SANDOVAL-BUSHUR:

3 Q. And I'm not sure I
4 understand the confusion. Because your
5 response seems to indicate that you
6 understand that there can be a disputed
7 fact as to whether any of these
8 allocation percentages provided in the
9 interrogatory and affidavits that you
10 rely on are perfectly correct, are too
11 low or too high; is that right?

12 A. And I guess what I don't
13 understand is how you can understand that
14 there can be a disputed fact and then
15 call it untruthful or inaccurate.

16 It's accurate to the person
17 who is going to testify that that is the
18 percentage as a direct result of the
19 alleged improper actions of the
20 defendant.

21 I am not vetting the
22 percentage. It is going to be provided
23 at trial. And it has been provided in
24 sworn written responses in this matter.

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1 Q. Mr. Meyers, you have not
2 vetted any of the percentages in any of
3 the employee affidavits or
4 interrogatories responses, correct?

5 A. That is correct.

6 Q. Okay. And the percentages
7 that I am referring to, you understand,
8 are the allocation percentages, correct?

9 A. I agree. Yes, that is my
10 assumption, too, that you're speaking
11 about specifically the allocation
12 percentage that is different for each
13 vendor as detailed on Exhibits-1 to my
14 six reports.

15 Q. It was not part of your
16 assignment in this case to determine
17 whether any data from any of the
18 bellwether districts corroborated the
19 allocation percentages that you relied on
20 in your damages calculations, correct?

21 A. I think that's fair to say.

22 Q. And you are not opining
23 about whether any data from the
24 bellwether school districts corroborated

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1 the allocation percents that you use in
2 your damages calculations, correct?

3 ATTORNEY GRADEN: Objection.

4 THE WITNESS: I think that's
5 fair to say.

6 BY ATTORNEY SANDOVAL-BUSHUR:

7 Q. You relied on the allocation
8 percents from the employee affidavits and
9 interrogatory responses, correct?

10 A. That is one of the inputs in
11 calculating my report, as the persons
12 most knowledgeable providing testimony as
13 to the damages caused as a result of the
14 alleged improper actions of the
15 defendants in this matter.

16 Q. And it was not part of your
17 assignment in this case to determine
18 whether any data from any bellwether
19 school district corroborated that any
20 vendor costs were attributable to any
21 defendants' platforms, correct?

22 A. I think that's fair.

23 Q. And you are not opining
24 about whether data from the bellwether

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1 school districts corroborated that any
2 vendor costs were attributable to any
3 defendants' platform, correct?

4 A. Ask it again, please.

5 Q. You are not opining about
6 whether data from the bellwether school
7 districts corroborated that any vendor
8 costs were attributable to any
9 defendants' platform?

10 ATTORNEY GRADEN: Objection.

11 THE WITNESS: So long --
12 we're both talking about the data
13 to compile the actual cost of the
14 invoices, which I don't believe
15 you are, but I just want to make
16 the record clear, then I agree.

17 BY ATTORNEY SANDOVAL-BUSHUR:

18 Q. I want to pivot now to
19 asking you about the information about
20 the out-of-pocket vendor costs that you
21 rely on for your damages calculations.

22 A. Sure.

23 Q. For each district, you
24 relied on data or documents that were

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1 provided by the district for your
2 calculation of vendor costs, correct?

3 A. Either by the district or,
4 as we talked about before, my
5 clarification earlier, through the
6 district on publicly available websites.

7 Sometimes it was easier to
8 just go grab the audit myself as opposed
9 to waiting for discovery. And you'll see
10 in some cases, I went and pulled the
11 audit myself and then they produced it in
12 discovery. So as an abundance of
13 caution, I put the Bates stamps numbers
14 as well.

15 But from those two buckets,
16 that's correct.

17 Q. And you relied on the
18 districts to provide you with reliable
19 and accurate information on vendor costs,
20 correct?

21 A. I don't know that I would
22 agree with that. I relied on the
23 information and confirmed that the costs
24 that were expended were actually expended

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1 and were accurate and reliable.

2 I relied upon the audits,
3 which were there. I relied upon the
4 general ledgers.

5 But one of the things within
6 my scope of doing the forensic accounting
7 was to not necessarily rely on anything
8 that was given to me but to test
9 everything that was given to me.

10 There were costs that are
11 not included in this report because I did
12 not have verification that that cost was
13 necessarily expended.

14 So I don't know that I agree
15 with that, because I tested the
16 reliability of it as part of the scope of
17 my course in this case.

18 Q. Is it your testimony that
19 you know that the -- each district
20 actually paid the money to each of the
21 vendors that are included in your damages
22 calculations?

23 A. Yes. That's what I'm
24 telling you.

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1 Q. And what did you do to
2 determine that each district actually
3 paid money to each of the vendors
4 included in your damages calculation?

5 A. Reconciled the purchase
6 orders with the general ledgers with the
7 vendor cost; in some cases cancelled
8 checks; confirmed that the actual costs
9 that were being put forth in that first
10 column were actually expended by the
11 vendors -- to the vendors by the school
12 districts.

13 That was the forensic
14 accounting. That was the hundreds and
15 hundreds of hours that were spent making
16 sure that every cost that's on here had a
17 reliable basis that it was actually paid;
18 not necessarily incurred but not paid,
19 but actually paid.

20 So -- and we have reference
21 numbers on everything. I'm happy to go
22 through each and every one of these
23 invoices, general ledgers, vendor reports
24 with you today.

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1 Q. Did you receive from
2 plaintiffs' attorneys information
3 about -- let me ask that question a
4 little differently.

5 Did you receive from
6 plaintiffs' attorneys information
7 identifying which vendors should be
8 included in your damages calculations?

9 ATTORNEY GRADEN: Objection
10 to form.

11 THE WITNESS: Not at the
12 start, no. Everything that I had
13 asked for originally was all the
14 vendor costs.

15 So when you go look at -- we
16 can go look at any one of them --
17 the entirety of the general
18 ledger, so all vendors. All
19 vendors.

20 Some of them call them
21 vendor reports. Some of them call
22 them general ledgers. Some of
23 them call them expense reports.
24 Some of them call them purchase

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1 order reports. Every school
2 district has their own accounting
3 system and what they do. But that
4 was the start.

5 So when you go look at
6 DeKalb, for instance, they have
7 purchase order ledger reports and
8 vendor spend reports. All of
9 those include all the vendors for
10 all the years, all the spend. And
11 then from there, you can go
12 identify.

13 So then to the extent that
14 they identified Yondr and
15 Lightspeed, I further asked for
16 additional information to confirm
17 that the general ledgers, even on
18 their face which are reliable
19 because it's audited financial
20 statements, also had additional
21 proof, in which they gave us
22 additional cost information
23 related specifically there to
24 those vendors.

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1 So that was part of the
2 interactive projections, if you
3 will, of looking at the financial
4 statements and confirming that the
5 costs were actually incurred and
6 paid at each of these school
7 districts for these six, and the
8 other five.

9 BY ATTORNEY SANDOVAL-BUSHUR:

10 Q. Who identified to you which
11 vendors should be included in your
12 damages calculations?

13 A. It would have been either
14 the representatives themselves or through
15 counsel or through the affidavits and
16 declarations.

17 Q. For some of the districts,
18 the identification of vendors that should
19 be included in your damages calculations
20 was provided through counsel; is that
21 correct?

22 A. It would have been from the
23 districts and through counsel. It would
24 be better to go through -- we only have

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1 six of them, it may be better to go
2 through all six of them individually
3 because it may be different for each one.

4 Q. Mr. Meyers, do you agree
5 that there are social media platforms
6 other than defendants' platforms?

7 ATTORNEY GRADEN: Objection.

8 THE WITNESS: It depends on
9 whose definition it is. But I
10 think you've already heard my
11 testimony that generally, as a lay
12 person, without a real definition,
13 I would agree that Twitter was a
14 social media platform. And that's
15 not one of the five defendants in
16 this matter.

17 BY ATTORNEY SANDOVAL-BUSHUR:

18 Q. And if you wanted to know
19 whether any employee whose affidavit you
20 relied on included Twitter, or any other
21 social media platform, in their
22 allocation percents, what would you do?

23 ATTORNEY GRADEN: Objection.

24 THE WITNESS: Read the

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1 affidavit in connection with this
2 case. The interrogatory responses
3 clearly respond to damages caused
4 by the defendants in this case.
5 So those three are specifically
6 related to the defendants.

7 And the affidavits all speak
8 to the social media as the
9 defendants in this matter, is my
10 understanding.

11 BY ATTORNEY SANDOVAL-BUSHUR:

12 Q. If you wanted to know
13 whether an employee whose affidavit you
14 relied on included Twitter, or any other
15 non-defendant social media platform in
16 their allocation percents, would you look
17 to the deposition testimony of the
18 employee who provided the affidavit?

19 ATTORNEY GRADEN: Objection.

20 THE WITNESS: I may. That's
21 something that could be
22 considered.

23 In some of these cases, I
24 had done that. Mr. Scheuneman was

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1 somebody who didn't provide an
2 affidavit but had a deposition
3 that spoke about the two vendors
4 that are included in the report,
5 and that was considered.

6 Mr. Watts provided an
7 affidavit in this case. And I had
8 an interview with him where he
9 identified each and every one of
10 the vendors that were being
11 included. And then his affidavit
12 was issued sometime after that
13 meeting and confirmed all of the
14 things that he told me personally
15 that were caused directly as a
16 result of the alleged improper
17 actions of the defendants.

18 So it depends on the
19 individual school district, if you
20 will.

21 BY ATTORNEY SANDOVAL-BUSHUR:

22 Q. You mentioned Mr. Watts,
23 correct?

24 A. I did.

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1 Q. And Mr. Watts is a
2 superintendent of the Breathitt School
3 District, correct?

4 A. I have his title.
5 He is the superintendent of
6 the Breathitt School District, that's
7 correct.

8 Q. And you relied on his
9 affidavit for allocation percents for
10 Breathitt, correct?

11 A. I did, yes, sir.

12 Q. And --

13 A. And Mr. Noble as well.

14 Q. And your understanding is
15 that Mr. Watts' allocation percents in
16 his affidavit are limited to the
17 defendants in this case; is that correct?

18 A. That's my understanding,
19 yes, sir.

20 Q. And what is the basis for
21 that understanding?

22 A. Both my discussions with him
23 and having read and reviewed the
24 affidavit.

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1 Q. Did you review Mr. Watts'
2 deposition testimony in this case?

3 A. I'd have to go look.
4 I don't believe that I have,
5 no, sir.

6 Q. Okay. I want you to assume
7 that the allocation percents that you
8 rely on for your damages calculations
9 include costs attributable to all social
10 media, not just defendants' platforms,
11 okay?

12 ATTORNEY GRADEN: Objection.

13 THE WITNESS: Okay. You
14 want me to assume -- let's take
15 one at a time.

16 You want to do Phillip
17 Watts?

18 BY ATTORNEY SANDOVAL-BUSHUR:

19 Q. No. I want to just ask this
20 question generally about your
21 methodology, okay?

22 I want you to assume that
23 the allocation percents that you rely on
24 for your damages calculations include

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1 costs attributable to all social media,
2 not just defendants' platforms, okay?

3 A. Okay. I will see what I
4 can -- I don't know that that's a
5 complete hypothet. But I guess it
6 depends on what your next question is.

7 Q. If it is true that the
8 allocation percents that you rely on for
9 your damages calculations include costs
10 attributable to all social media, not
11 just defendants' platforms, then you are
12 not offering an opinion on the amount of
13 damages that defendants' platforms, as
14 distinct from all social media, caused
15 any school district to incur, correct?

16 ATTORNEY GRADEN: Objection.

17 THE WITNESS: Ask it again,
18 please.

19 BY ATTORNEY SANDOVAL-BUSHUR:

20 Q. If it is true that the
21 allocation percents that you rely on for
22 your damages calculations include costs
23 attributable to all social media, not
24 just defendants' platforms, then the

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1 total damages numbers that you present in
2 your reports are not the amount of
3 damages that defendants' platforms
4 specifically, as distinct from all social
5 media, caused any school district to
6 incur, correct?

7 ATTORNEY GRADEN: Objection.

8 THE WITNESS: I don't know
9 that that's correct or incorrect.

10 It could be that the
11 determination by the trier in this
12 case determines that 100 percent
13 of the damages are still caused in
14 this case -- I think that's beyond
15 my expertise or scope, that
16 hypothet. And it assumes a
17 result.

18 So I don't think I can
19 answer that question as posed.

20 BY ATTORNEY SANDOVAL-BUSHUR:

21 Q. Your damages calculations
22 include damages that relate to the
23 effects of content, that is, text, photos
24 or videos that were posted by third

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1 parties on social media platforms,
2 correct?

3 ATTORNEY GRADEN: Objection.

4 THE WITNESS: Say that
5 again, please.

6 BY ATTORNEY SANDOVAL-BUSHUR:

7 Q. Your damages calculations
8 include damages relating to the effects
9 of content, that is, text, photos or
10 videos that were posted by third parties
11 on social media platforms, correct?

12 ATTORNEY GRADEN: Objection.

13 THE WITNESS: Absolutely
14 not.

15 BY ATTORNEY SANDOVAL-BUSHUR:

16 Q. How not?

17 A. Because that's not one of
18 the alleged improper actions of the
19 defendants in this matter.

20 Q. And what have you done to
21 determine that the allocation percents
22 that you have relied on have excluded the
23 effects of content that was posted by
24 third parties on social media platforms?

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1 A. Because the persons most
2 knowledgeable who are providing testimony
3 and have already provided testimony in an
4 interrogatory or a sworn affidavit are
5 directly relating the causes of the
6 percentages to the alleged improper
7 actions of the defendants in this matter.

8 They are not allocating it
9 to non-issues in this case. They have
10 limited their damages, as is stated in
11 the allocation percentage, to those
12 issues at issue in this matter.

13 Q. If someone wanted to know if
14 the damages -- let me ask that different.
15 Well, I'll start that question over.

16 If someone wanted to know if
17 the allocation percentages from the
18 employee affidavits that you rely on
19 include the effects of content posted by
20 third parties on social media platforms,
21 do you agree that that person could look
22 to the employee's deposition to find that
23 out?

24 A. Maybe in part.

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1 ATTORNEY GRADEN: Objection.

2 THE WITNESS: It depends on
3 the deposition. It depends on
4 what questions were asked. It
5 depends on whether or not the
6 person taking the deposition asked
7 questions to solicit this
8 testimony or how the question was
9 asked.

10 It may or may not. You'd
11 have to look to the deposition to
12 see if it's in any way indicative
13 of answering the question you're
14 trying to answer -- or posing
15 before me, rather.

16 BY ATTORNEY SANDOVAL-BUSHUR:

17 Q. If the district employee
18 affidavits and interrogatory responses
19 included, in their allocation percents,
20 costs related to the effects of content
21 posted by third parties on social media
22 platforms, then those costs would be
23 included in your damages estimates,
24 correct?

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1 A. They may or may --

2 ATTORNEY GRADEN: Objection.

3 Asked and answered.

4 THE WITNESS: They may or
5 may not be.

6 Again, my understanding is
7 that all of the sworn testimony
8 that's given here is related
9 specifically to the defendants as
10 social media and the alleged
11 improper actions in this matter,
12 not actions outside of the course
13 of the scope of this litigation,
14 when they are providing
15 deposition -- I mean, affidavits
16 or declarations in the course of
17 this case or answering a direct
18 response to an interrogatory as
19 to, what are your damages as a
20 result of the defendants in this
21 matter? It's even more clear.

22 But even still, under your
23 hypothet, that somebody did want
24 to include content, that doesn't

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1 necessarily change the reliability
2 or accuracy of the calculations or
3 how a trier would determine the
4 accuracy and reliability of those
5 calculations. It may be that
6 those damages are all still
7 100 percent recoverable as a
8 result of the defendants under
9 that hypothet.

10 It's just I have no way of
11 knowing the result, again, as to
12 how the issues of material fact in
13 this case will result.

14 BY ATTORNEY SANDOVAL-BUSHUR:

15 Q. Mr. Meyers, your
16 understanding is that all of the employee
17 affidavits that you relied on, the
18 percentages in those affidavits are
19 related specifically to the defendants,
20 correct?

21 A. The alleged improper actions
22 of the defendants.

23 Q. Is it --

24 A. I feel -- I feel like -- I'm

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1 going to continue to say it. And you
2 don't want to ask the question with it.

3 But my damages calculations
4 on every single one where I make an
5 assumption or an opinion talk about the
6 alleged improper actions of the
7 defendants.

8 So to call them the
9 defendants does not seek what I have
10 calculated here. It's the alleged
11 improper actions of the defendants.

12 The defendants may do a lot
13 of other things that are not improper or
14 not alleged in this case.

15 Q. Okay.

16 A. And so you continue --

17 Q. Mr. Meyers, your
18 understanding is that all of the sworn
19 testimony in the employee affidavits that
20 you rely on, the percentages in those
21 affidavits are related specifically to
22 the defendants' alleged improper actions,
23 correct?

24 A. As a result of the

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1 defendants' alleged improper actions,
2 yes. As a result of the defendants'
3 alleged improper actions.

4 Q. Can you point me to any
5 language in any affidavit of any employee
6 that states that they limited the
7 percentages that they provided to costs
8 that were the result of defendants'
9 alleged improper actions?

10 ATTORNEY GRADEN: Objection.

11 Asked and answered.

12 THE WITNESS: If you would
13 like, let's go through all the
14 affidavits.

15 BY ATTORNEY SANDOVAL-BUSHUR:

16 Q. Well, let's look at
17 Exhibit-5, the Allison -- you have that
18 already -- the Allison affidavit which
19 you relied on for Charleston.

20 A. Sure.

21 Q. Can you point me to any text
22 in Exhibit-5, the Allison affidavit, that
23 states that any of the percentages she
24 provided are limited to costs that were

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1 the result of defendants' alleged
2 improper actions?

3 A. Are you asking for those
4 specific words? Because I don't see
5 those specific words.

6 However, Number 13 directly
7 addresses it. Number 14 addresses it.
8 Number 15 addresses it. Number 17
9 addresses it. Number 18 --

10 Q. Okay. Mr. Meyers --

11 ATTORNEY GRADEN: Let him
12 finish.

13 THE WITNESS: Number 18
14 addresses it. Number 24 addresses
15 it. Number 27 addresses it.
16 Number 26 addresses it. Number 25
17 addresses it. Number 28 addresses
18 it. Number 29 addresses it.
19 Number 31 addresses it. Number 32
20 addresses it.

21 BY ATTORNEY SANDOVAL-BUSHUR:

22 Q. Mr. Meyers, your testimony
23 is that Paragraph 13 of the Allison
24 affidavit, Exhibit-5, contains language

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1 that states that Ms. Allison has limited
2 the percentages that she provided to
3 costs that were the result of defendants'
4 alleged improper actions; is that
5 correct?

6 A. Yes, sir.

7 And I had previously
8 identified how I defined social media in
9 her affidavit to be the defendants in
10 this matter.

11 Q. I'm not asking how you
12 define --

13 A. You are.

14 Q. -- Ms. Allison -- please let
15 me finish my question.

16 I'm not asking how you
17 define a term in Ms. Allison's statement.
18 I'm asking for the factual basis you have
19 for -- in the text of Ms. Allison's
20 affidavit -- for your belief that her
21 affidavit contains language that her
22 percentages are limited to costs that
23 were the result of defendants' alleged
24 improper actions.

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1 A. And I gave you the specific
2 numbers that I believe say that.

3 Q. And you believe that
4 Paragraph 13 says that because it refers
5 to problems arising out of students' use
6 of social media platforms, correct?

7 A. That's correct.

8 Q. And so you believe that when
9 Ms. Allison says, Problems arising out of
10 students' use of social media platforms,
11 she is referring only to defendants'
12 social media platforms, and she is
13 referring only to certain aspects of
14 defendants' social media platforms;
15 that's your testimony?

16 A. In connection with providing
17 allocation percentages for distinct
18 vendors as a result of those social media
19 usages, yes, sir.

20 Q. Other than the fact that her
21 affidavit refers to social media, can you
22 point me to any text in the Allison
23 affidavit that supports your belief that
24 that affidavit's estimates are limited to

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1 only certain aspects of defendants'
2 social media platforms?

3 A. Other than the numbers that
4 I previously read into the record, no,
5 sir.

6 Q. Do you think that it would
7 be illogical if, in one of the employee
8 affidavits, the employee had included in
9 any of the percentages that they provided
10 costs that related to social media
11 platforms other than defendants'
12 platforms?

13 ATTORNEY GRADEN: Objection.

14 THE WITNESS: We're talking
15 specifically about Lisa Allison or
16 generally? I can't answer it --

17 BY ATTORNEY SANDOVAL-BUSHUR:

18 Q. I'm talking about --

19 A. I can't answer it generally
20 because everybody says different things.

21 So it may be that Phillip
22 Watts' affidavit says, my definition of
23 social media is as a direct result of the
24 allegations of the defendants in this

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1 matter.

2 So I'm not going to answer
3 it generally. But if you want to ask it
4 specifically, I can. I can't answer it
5 generally. It's too general. It's an
6 incomplete hypothet.

7 Do I think it's illogical
8 that some person whose affidavit I don't
9 know and haven't read or maybe have read
10 may or may not have said something? I --

11 Q. Well, your understanding,
12 Mr. Meyers, is that all of the employee
13 affidavits and all the interrogatory
14 responses that you relied on for all the
15 districts, when they refer to social
16 media, they are referring to certain
17 aspects of defendants' platforms,
18 correct?

19 A. That is not what I said.

20 Q. Okay.

21 A. And let me clarify. No, I'm
22 going to finish.

23 You said refer to social
24 media. You haven't shown me another

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1 affidavit that refers to social media.
2 You haven't shown me any of the
3 interrogatory responses.

4 So my testimony is, and will
5 remain, that I'm relying on the sworn
6 testimony, either via affidavit or
7 verified interrogatory responses, that
8 those answers relate to the actions --
9 the direct alleged improper actions of
10 the defendants in this matter.

11 The interrogatory responses
12 for Interrogatory Number 5 specifically
13 asked what damages the defendants have
14 caused in this matter. So the
15 representation that the use of social
16 media is even in there, I cannot tell you
17 unless you want to provide me a copy.
18 And I'm happy to look over them and go
19 over them.

20 But in the generality, I'm
21 relying on the sworn testimony of the
22 persons most knowledgeable who are aware
23 of this case and will provide testimony
24 that the percentages they provided relate

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1 to the direct actions of -- the alleged
2 improper actions of the defendants in
3 this matter.

4 THE WITNESS: When you get
5 to a breaking point.

6 ATTORNEY SANDOVAL-BUSHUR:
7 We can take a break.

8 VIDEO TECHNICIAN: Going off
9 video record. 11:40 a.m.

10 - - -

11 (Whereupon, a brief recess
12 was taken.)

13 - - -

14 VIDEO TECHNICIAN: Back on
15 video record. 11:55 a.m.

16 BY ATTORNEY SANDOVAL-BUSHUR:

17 Q. Mr. Meyers, is a bullying
18 page on a social media platform content?

19 A. Is a what?

20 Q. Bullying page.

21 A. I wouldn't know one way or
22 the other.

23 Q. Is a page on social media
24 where students post videos of fights

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1 content?

2 A. I wouldn't have an opinion
3 on that.

4 Q. Is a gossip page content?

5 A. I wouldn't have an opinion
6 on that.

7 Q. If one student sends a meme
8 message to another, is that meme message
9 content?

10 A. I don't know the answer to
11 that. I don't have an opinion on that.

12 Q. You do not have an opinion
13 on what is and is not content on social
14 media; is that correct?

15 A. That's fair.

16 Q. And is it fair that you
17 would not be able, then, to determine
18 whether a cost was related to content on
19 social media?

20 ATTORNEY GRADEN: Objection.

21 THE WITNESS: I think
22 generally that's fair, that I'm
23 not giving an opinion related to
24 the cause -- any causation related

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1 in this issue.

2 So whether it's content or
3 something else, the damages, as
4 calculated herein, are as a result
5 of the alleged improper actions of
6 the defendants.

7 So what I can tell you is
8 the two buckets, kind of how you
9 defined them earlier this morning,
10 the cost bucket, which is the
11 first bucket, I can tell you with
12 certainty that all those costs
13 were actually incurred and paid at
14 the time and during the periods.

15 And then as it relates to
16 the allocation percentage, which
17 is the other bucket, we're relying
18 on the sworn written statement of
19 the persons most knowledgeable who
20 will provide testimony at trial as
21 it relates to the direct actions
22 of -- the alleged improper actions
23 of the defendants in this matter.

24 BY ATTORNEY SANDOVAL-BUSHUR:

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1 Q. Mr. Meyers, what are the
2 alleged improper actions of the
3 defendants in this matter?

4 A. You'd have to show me the
5 pleadings. I generally know what they
6 are. But I couldn't sit here and recite
7 them to you.

8 I know it has to do with the
9 platforms and certain -- I guess you all
10 may call them features. I don't know
11 what they call them.

12 But there's a number of
13 alleged improper actions. The people
14 most knowledgeable are the ones who know
15 those better than I do.

16 Q. So your understanding is
17 that the district employees who provided
18 affidavits understood what the at-issue
19 improper actions of the defendants were
20 in this matter?

21 A. That's my understanding,
22 yes, sir.

23 Q. And is it your understanding
24 that the district employees who provided

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1 affidavits understood who the defendants
2 were in this matter?

3 A. That's my understanding,
4 yes.

5 Q. And have you done anything
6 to vet your understanding that the
7 district employees who provided
8 affidavits understood what the at-issue
9 improper actions of the defendants were
10 in this matter?

11 ATTORNEY GRADEN: Objection.
12 Asked and answered.

13 THE WITNESS: I think the
14 only one that I would say I had
15 any direct involvement with having
16 a conversation was Phillip Watts,
17 who I had spoken to prior to the
18 issuance of his affidavit.

19 And he clearly, when he
20 provided that information to me,
21 before he put it in an affidavit,
22 could not have been more crystal
23 clear that these were as a result
24 of the actions at issue in this

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1 trial.

2 BY ATTORNEY SANDOVAL-BUSHUR:

3 Q. Did he tell you what the
4 actions were that were at issue and which
5 were not at issue?

6 A. He did not.

7 Q. But aside from Mr. Watts,
8 have you done anything -- let me ask the
9 question a little differently.

10 Aside from your conversation
11 with Mr. Watts, have you done anything to
12 vet your understanding that the district
13 employees who provided affidavits
14 understood what the at-issue improper
15 actions of the defendants are in this
16 matter?

17 A. Other than the affidavits
18 and the interrogatory responses as they
19 are written, no, sir.

20 Q. And other than a
21 conversation with Phillip Watts, have you
22 done anything to vet your understanding
23 that the district employees who provided
24 affidavits understood who the defendants

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1 were in this matter?

2 A. Nothing directly with the
3 people other than Phillip Watts, no, sir.

4 Q. Have all of the employees
5 who provided affidavits that you relied
6 on been deposed?

7 A. I don't know the answer to
8 that question.

9 Q. Did you ask for the
10 deposition testimony of the employees who
11 provided the affidavits that you relied
12 on?

13 A. I don't recall if I did or
14 didn't. We can go through the affidavits
15 or the depositions that I have reviewed
16 and look at the dates on them.

17 I know a number of
18 depositions were still continuing
19 subsequent to the issuance of the
20 original reports on May 19th, 2025. Some
21 of that has been provided to me
22 subsequent and is in my possession and
23 itemized in the reply reports.

24 But the reports that I have

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1 speak to the depositions that I've
2 reviewed in this matter and at what
3 points in time -- or at least between
4 what points in time I've reviewed them.

5 Q. It was not part of your
6 methodology in this case to attempt to
7 eliminate from your damages estimate
8 costs that related to the effects of
9 content on social media platforms,
10 correct?

11 ATTORNEY GRADEN: Objection.

12 THE WITNESS: Not one way or
13 the other. The only cost that I
14 have eliminated in my regard were
15 the ones that could not be
16 verified. To the extent that they
17 were a select vendor that I
18 couldn't verify the cost, they are
19 not included in my report.

20 But my analysis does not
21 speak to the causation or the
22 content versus anything
23 non-content. It is -- that is not
24 within the four corners of my

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1 report.

2 BY ATTORNEY SANDOVAL-BUSHUR:

3 Q. It was not part of your
4 methodology in this case to attempt to
5 eliminate from your damages estimate
6 costs that related to the effects of any
7 particular features of any social media
8 platforms, correct?

9 ATTORNEY GRADEN: Objection.

10 THE WITNESS: My
11 understanding is that the features
12 are one of the things that are at
13 issue. So the features that are
14 at issue are directly as a result
15 of what the report is written, and
16 any features not at issue are not
17 covered by the report.

18 BY ATTORNEY SANDOVAL-BUSHUR:

19 Q. If each plaintiff had told
20 you how much in damages it believed was
21 attributable to each individual
22 defendant, you could have separately
23 calculated damages for each individual
24 defendant, correct?

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1 ATTORNEY GRADEN: Objection.

2 THE WITNESS: Walk me back
3 through your hypothet.

4 BY ATTORNEY SANDOVAL-BUSHUR:

5 Q. If each plaintiff had told
6 you how much in damages it believed was
7 attributable to each individual
8 defendant, you could have separately
9 calculated damages for each individual
10 defendant, correct?

11 ATTORNEY GRADEN: Objection.

12 THE WITNESS: Well, the
13 plaintiffs never gave me anything
14 related to damages.

15 So when you say they give me
16 damages, I'm confused of what my
17 role is if they're giving me the
18 damages --

19 BY ATTORNEY SANDOVAL-BUSHUR:

20 Q. Let me ask that question
21 differently.

22 A. -- in this hypothet.

23 Q. If each plaintiff had told
24 you what percentage of vendor costs it

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1 believed were attributable to each
2 individual defendant, you could have
3 separately calculated damages for each
4 individual defendant, correct?

5 A. I guess theoretically if
6 there were different charts attributable
7 to different people, we may or may not
8 have done it differently.

9 I mean, we talked about my
10 litigation experience in providing cases
11 for plaintiffs and defendants. It is not
12 routine, and it actually would be very,
13 very rare that, as a damage expert, you
14 would apportion damages specifically to
15 defendants in that manner, because that
16 issue is something that is kind of going
17 to be decided along the way.

18 So we talked about my
19 example about the truck driver and
20 multiple defendants. I don't know that
21 if a doctor would try to apportion it I
22 would use that.

23 So I don't know what I would
24 have done in that circumstance. It was

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1 not presented to me here. But I think
2 it's just as equally likely that I would
3 have aggregated them, and they would have
4 had to break it back out then as if I
5 would have done them separately. It's an
6 interesting question.

7 Q. It would have been possible
8 for you to have calculated damages
9 separately for each individual defendant
10 if the plaintiffs had provided you with
11 allocation percentages specific to each
12 defendant, correct?

13 ATTORNEY GRADEN: Objection.
14 Asked and answered.

15 THE WITNESS: Let me try it.
16 Mathematically I could have
17 done a mathematical calculation to
18 demonstrate what the impact of
19 that is. I don't know that I
20 would or would not have. But I
21 could have certainly done an -- a
22 percentage.

23 BY ATTORNEY SANDOVAL-BUSHUR:

24 Q. Your damages are not limited

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1 to issues relating to students who are
2 addicted to social media, correct?

3 A. As I sit here right now, I
4 don't know if they are or not. Because I
5 don't know that that's one of the alleged
6 harms. I'd have to go back and
7 refamiliarize myself with whether or not
8 that is.

9 If you want to ask me to
10 assume that it's in or out as a matter of
11 what's still being tried in this case,
12 but without knowing that here.

13 To the extent that addicted
14 harm -- or I don't know exactly the
15 terminology you used -- is a material
16 issue of fact in this case still and it's
17 one of the alleged improper actions, then
18 it's in; to the extent that it's not,
19 then it's out.

20 Q. You do not know whether any
21 of the affidavits that you relied on
22 limited the allocation percents that they
23 provided to issues relating to students
24 who are addicted to social media,

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1 correct?

2 A. I don't know specifically
3 one way or the other on the affidavits,
4 because the affidavits -- my
5 understanding and assumption is that they
6 are based on the alleged improper
7 actions.

8 And as I just told you, I
9 don't know if that's one of the alleged
10 improper actions. So I can't answer that
11 question.

12 Q. You do not know whether the
13 interrogatory responses that you relied
14 on for allocation percentages are limited
15 to issues relating to students who are
16 addicted to social media, correct?

17 A. My understanding is that the
18 interrogatory responses are limited to
19 the damages in this case as a result of
20 the alleged improper actions of the
21 defendants.

22 And I don't know whether
23 that is one of the alleged improper
24 actions. So I can't answer that

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1 question.

2 Q. If someone wanted to know
3 how much in damages a school district
4 incurred because of students who are
5 addicted to social media, the damages
6 estimates that you have offered in this
7 case would not answer that question,
8 correct?

9 ATTORNEY GRADEN: Objection.

10 Asked and answered.

11 THE WITNESS: I don't know
12 if they do or if they don't, for
13 the reasons I just told you.

14 BY ATTORNEY SANDOVAL-BUSHUR:

15 Q. If someone wanted to know
16 how much in damages a school district
17 incurred because of students who were
18 addicted to defendants' platforms, would
19 the damages estimates that you have
20 offered in this case answer that
21 question?

22 A. I don't know if they do or
23 if they don't.

24 Q. If someone wanted to know

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1 how much in damages a school district
2 incurred because of only compulsive use
3 of social media by students, would the
4 damages estimates that you have offered
5 in this case answer that question?

6 ATTORNEY GRADEN: Objection.

7 THE WITNESS: To the extent
8 that compulsive use is one of the
9 alleged improper actions of the
10 defendants that's being tried in
11 this case, yes; to the extent that
12 it's not, no.

13 I don't know and can't
14 answer that question without
15 further understanding.

16 BY ATTORNEY SANDOVAL-BUSHUR:

17 Q. Your estimated damages are
18 not limited to addressing issues relating
19 to students who have mental health
20 problems, correct?

21 A. May I ask you a question? I
22 know you're not going to answer it.

23 But you call it estimated
24 damages. I call them damages. So are

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1 we -- are we having a difference here
2 on -- because I don't want the answer to
3 reflect the word "estimated." So I just
4 ask you to clarify.

5 Q. Your damages are not limited
6 to addressing issues relating to students
7 who have mental health problems, correct?

8 A. To the extent it's one of
9 the alleged improper actions, it would;
10 to the extent that it's not, it would
11 not.

12 Q. You don't know, sitting here
13 today, if your estimated damages are
14 limited to addressing issues relating to
15 students who have mental health problems,
16 correct?

17 ATTORNEY GRADEN: Objection.

18 THE WITNESS: That's
19 correct. I do not know one way or
20 the other.

21 BY ATTORNEY SANDOVAL-BUSHUR:

22 Q. And you did not yourself
23 make any attempt to limit your damages to
24 costs relating to students who have

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1 mental health problems, correct?

2 A. No. That -- first of all,
3 that question would be outside of the
4 field of expertise of me. I'm not a
5 mental health expert. So I wouldn't be
6 able to make that determination anyway.

7 But for the purposes of the
8 calculations, they are only including the
9 damages that result -- as a -- stemming
10 from the alleged improper actions of the
11 defendants in this case.

12 So to the extent that they
13 do, yes; to the extent that they don't,
14 no. And otherwise, I can't answer it
15 more distinctly than that.

16 Q. You do not have any data
17 that would allow you to quantify what
18 portion of your damages relate to
19 students who have mental health problems
20 versus students who do not have mental
21 health problems, correct?

22 ATTORNEY GRADEN: Objection.

23 THE WITNESS: I don't have
24 any data related to student mental

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1 health.

2 BY ATTORNEY SANDOVAL-BUSHUR:

3 Q. Schools have long had to
4 address student behavioral issues,
5 correct?

6 A. You're asking me to assume
7 that? Or as a lay -- you want a lay
8 opinion? I don't have an expert opinion
9 on that one.

10 I guess it depends on the
11 school. But I would generally agree with
12 you that behavioral issues are one of the
13 things that schools deal with.

14 Q. In a world without
15 defendants' platforms, school districts
16 would still have had to address student
17 behavioral issues, correct?

18 ATTORNEY GRADEN: Objection.

19 THE WITNESS: They may.

20 BY ATTORNEY SANDOVAL-BUSHUR:

21 Q. You are not opining that in
22 a world without social media any school
23 district would have spent less money
24 addressing student behavioral issues than

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1 it spent in a world with social media,
2 correct?

3 A. I'm not opining at all about
4 a world without social media. That's not
5 the but-for scenario here. The but-for
6 scenario for the lost profits is the
7 world that includes social media but does
8 not include the alleged improper actions
9 of the defendants.

10 This hypothet that social
11 media ceases to exist is certainly not
12 something that's been considered by me in
13 the course of this analysis.

14 Q. You are not opining that in
15 a world without the alleged improper
16 actions of defendants any school district
17 would have spent less money addressing
18 student behavioral issues than it spent
19 in the world that included defendants'
20 alleged improper actions, correct?

21 ATTORNEY GRADEN: Objection.

22 THE WITNESS: To the extent
23 that behavioral issues is not
24 defined to include SEL curriculum

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1 and/or mental health third-party
2 programs, I would agree with you.

3 But to the extent that
4 behavioral issues may include SEL
5 curriculum and/or mental health
6 platforms, then I would disagree
7 with you.

8 Because my damages do
9 quantify a reduction in cost or
10 damages, if you will,
11 out-of-pocket cost related to
12 various SEL curriculum and/or
13 mental health platforms as a
14 result of the alleged improper
15 actions of the defendants in this
16 matter.

17 So I guess the answer to
18 that question depends on how we
19 were to define behavioral issues.

20 BY ATTORNEY SANDOVAL-BUSHUR:

21 Q. If a plaintiff was required
22 by law, since before the existence of
23 social media -- let me ask that question
24 again.

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1 If a -- the plaintiff was
2 required by law, since before the
3 existence of any of defendants'
4 platforms, to pay a cost, then that cost
5 is not attributable to defendants,
6 correct?

7 ATTORNEY GRADEN: Objection.

8 THE WITNESS: Absolutely not
9 correct.

10 BY ATTORNEY SANDOVAL-BUSHUR:

11 Q. Why is that not correct?

12 A. Because costs change and
13 costs may be incurred in different ways.

14 So to the extent that
15 additional costs were made or additional
16 considerations were made but the cost was
17 still incurred, that doesn't in any way
18 negate the fact that the defendants have
19 caused harm as a result of the alleged
20 improper actions.

21 So fixed costs can still be
22 considered extra costs just because
23 they're fixed. They don't have to be --
24 they don't have to be variable.

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1 Q. Your opinion is that a
2 school district's fixed costs can be
3 considered extra costs?

4 A. Absolutely.

5 Extra costs for the purposes
6 of quantifying damages under a lost
7 profits model, which I've done here, yes,
8 sir.

9 Q. You rely on allocation
10 percents in your damages calculations,
11 correct?

12 A. Yes. Subject to my prior
13 answers without reiterating them.

14 Q. The allocation percent does
15 not reflect the amount by which a cost
16 would change in the absence of
17 defendants' conduct, correct?

18 A. It may or may not. That is,
19 the affiant or the verified interrogatory
20 response, it could include a couple of
21 things. It could be the cost that would
22 change or not have been incurred. It
23 could be a reduction by which the cost
24 could change. Or it could be an

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1 additional cost that was spent that would
2 not have been spent but-for. It could
3 also include an allocation of the
4 apportionment of a cost related to the
5 issues.

6 So those particular
7 determinations are made by the actual
8 person who is most knowledgeable who is
9 going to talk about it. And maybe we
10 should talk about each one of the vendors
11 one at a time, because maybe that would
12 give a better understanding.

13 But in general, the
14 allocation percentages could relate to a
15 number of things.

16 Q. Okay. Well, I would like to
17 understand what you -- you use the word
18 "allocation percent" in your report --

19 A. I do.

20 Q. -- correct?

21 What do you understand
22 allocation percent to represent?

23 A. The amount of harm caused
24 and the incurrence of that expense as a

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1 result of the alleged improper actions of
2 the defendants, as testified to by the
3 persons most knowledgeable and who will
4 give testimony in this trial related to
5 those particular costs.

6 Q. The allocation percent does
7 not necessarily reflect the amount by
8 which a cost would change in the absence
9 of defendants' at-issue conduct, correct?

10 A. It may or may not.

11 Q. If the allocation percent
12 does not reflect the amount by which a
13 cost would change in the absence of
14 defendants' at-issue conduct, what does
15 it represent?

16 A. So now we're going into the
17 hypothetical world where we're trying to
18 identify what a cost would have been in
19 the world where the defendants had not
20 performed these alleged improper actions.

21 And that world,
22 unfortunately, doesn't exist. So when
23 you're negotiating a contract with a
24 vendor, if one of the things that they

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1 are going to do in the course of the
2 contract of that vendor they do not have
3 to do any longer, it could change the
4 cost, it could change the term, it could
5 change the pricing.

6 So unfortunately, we live in
7 this world where we don't have a
8 retroactive crystal ball to know what
9 would have happened in the absence of the
10 alleged improper actions of the
11 defendants. So you use the best
12 evidence.

13 So, again, to go vendor by
14 vendor may be important. But, for
15 instance, if you had a web content
16 filter, maybe you're required to have a
17 web content filter, there are a lot of
18 additional add-ons that go on that.
19 Perhaps you would spend less money on
20 that content filter if you were not
21 trying to deal with the impact
22 contemporaneously of the alleged improper
23 actions of the defendants.

24 But because all of the

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1 decisions related to the hard cost that
2 I've calculated here are
3 contemporaneous, they're retro, they're
4 not into the future, they're not
5 prospective, it's in the -- you know, the
6 school at the time they made the decision
7 is in the position, and in the best
8 position to determine what portion of
9 those costs was incurred as a direct
10 result of the alleged improper actions of
11 the defendants.

12 Q. Is it -- you are not
13 yourself --

14 A. Wow.

15 Q. -- opining --

16 A. Sorry.

17 Q. What?

18 A. You just said you are not
19 yourself and stopped. I didn't know -- I
20 didn't know what the question was. I am.

21 Q. You are not yourself opining
22 that any vendor cost would be less in a
23 world in which there is no defendant
24 at-issue conduct, correct?

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1 A. That is not my opinion.
2 They may or may not be, depending on the
3 vendor.

4 Q. And nothing in the text of
5 your reports identifies whether, for any
6 given vendor, your opinion is that the
7 vendor cost would be less in a world in
8 which there was no defendant at-issue
9 conduct, correct?

10 A. I don't know that I agree
11 with that. It depends on the report.

12 I think some of them are
13 very clear in the report. Let's go, for
14 instance, with the first cost on
15 Breathitt, which is the Yondr pads -- the
16 Yondr pouches.

17 Not only is the affidavit of
18 Phillip Watts in there, but my
19 discussions with Phillip Watts were that
20 the alleged improper actions at issue in
21 this case were the catalyst to get them.

22 Cell phones have been around
23 since the '90s. He told me he had been
24 dealing with that for a very long time.

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1 People had beepers. People had cell
2 phones. People had other issues, they
3 text messaged, they played phones.

4 But it wasn't until the
5 alleged improper actions of the
6 defendants in this case that we decided
7 we needed to try something different,
8 because the things they had tried were
9 not.

10 And in the world where the
11 improper actions of the defendants do not
12 exist, that cost may not be incurred at
13 all.

14 You know, I liken it to a
15 business interruption claim, for
16 instance, where your building gets
17 flooded and you go out immediately,
18 because you're trying to save the carpet,
19 you think it's the best thing to do, and
20 you go buy ten box fans. It's a real
21 example, for what it's worth. And you go
22 buy ten box fans and you put them on
23 contemporaneously thinking you're doing
24 the best you can to get the carpet dried

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1 out, prevent the mold from growing so you
2 can get back into business.

3 And the insurance company
4 goes in and says, we're not going to pay
5 for those. Well, 100 percent of the fan
6 cost were borne as a result of the
7 actions, in that case, of the hurricane.
8 And that's a recoverable loss.

9 So to the extent that the
10 fans may have use beyond what they were
11 purchased for doesn't mean that the cost
12 is not 100 percent recoverable.

13 So the Yondr pouches or the
14 cell phone lockers are an example, at
15 100 percent, of a cost that the
16 testimony, I understand it to be, would
17 not have been incurred but for the
18 alleged improper actions of the
19 defendants. And that's very clear in the
20 report.

21 Q. Okay. Let's set aside the
22 Yondr pouches and cell phone lockers.

23 For other vendor costs,
24 is -- are you opining that those vendor

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1 costs would be less in a world in which
2 there is no defendant at-issue conduct?

3 A. They may or may not be less
4 in the but-for world where there is no
5 alleged improper actions of the
6 defendants during the time periods for
7 which the report calculates damages.

8 Q. Let's look at the Breathitt
9 report, Exhibit-1A, Appendix C,
10 Exhibit-1.

11 And the first two costs
12 there are for cell phone caddies and cell
13 phone lockers, correct?

14 A. They are, yes.

15 Q. And then the third cost that
16 you include in your damages calculation
17 is costs relating to the vendor Kids
18 First, correct?

19 A. That's what it says.

20 Q. And you have an allocation
21 percent of 50 percent, correct?

22 A. Correct.

23 Q. Would the Breathitt vendor
24 costs for Kids First be 50 percent lower

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1 in a world without defendants' at-issue
2 conduct?

3 A. They may have been
4 50 percent less or they may have been
5 zero.

6 The allocation that Phillip
7 Watts and Will Noble assigned to them was
8 50 percent as a result of the direct
9 alleged improper actions of the
10 defendants.

11 Q. And I'm trying to understand
12 what you understand 50 percent to mean.

13 A. Fifty percent is the damage
14 component -- it is the portion of the
15 cost that is allocated to the alleged
16 improper actions of the defendants.

17 So these contemporaneously
18 paid costs at this time to combat the
19 alleged improper actions of the
20 defendants were -- were, in part,
21 incurred for that purpose. And at this
22 point, it was 50 percent in part incurred
23 with that purpose.

24 So I can't go into the

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1 hypothetical world and have their actions
2 not be there. It may be that the cost
3 wouldn't have been incurred at all for
4 Kids First particularly.

5 But that Phillip Watts has
6 determined in his affidavit that he is
7 only willing to assign 50 percent of
8 whether it's the benefit or the
9 utilization of Kids First toward the
10 actions of the defendants, that's a
11 question for Phillip Watts to answer.

12 Q. Looking at Kids First, the
13 first vendor cost that you list is \$400,
14 correct?

15 A. It is.

16 Q. In a world without
17 defendants' at-issue conduct, the vendor
18 cost for Kids First may have still been
19 \$400, correct?

20 ATTORNEY GRADEN: Objection.

21 THE WITNESS: It may have
22 been \$400. It may not have
23 existed at all. That's a question
24 for Phillip Watts as it relates to

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1 his determination of what
2 percentage of the cost incurred
3 for Kids First contemporaneously
4 as a result of the alleged
5 improper actions of the
6 defendants.

7 BY ATTORNEY SANDOVAL-BUSHUR:

8 Q. And for every vendor cost
9 that does not have an allocation percent
10 of 100 percent --

11 A. Okay.

12 Q. -- is it your understanding
13 that in a world without defendants'
14 at-issue conduct each of those vendor
15 costs may have been exactly the same as
16 what you present in your report?

17 ATTORNEY GRADEN: Objection.

18 THE WITNESS: I don't have a
19 way of knowing in that but-for
20 hypothetical world if they are the
21 same or if they're zero. They may
22 not have been incurred at all or
23 they may have been incurred at the
24 same.

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1 But the percentage allocable
2 to the alleged improper actions of
3 the defendants, as determined in
4 these particular cases, and I
5 don't know if it's Phil Watts for
6 some of these or Will Noble for
7 some of these, are the people who
8 are going to testify as to the
9 impact of those harms on these
10 costs.

11 And, like I said before,
12 those costs could go into a couple
13 of buckets, which we talked about.

14 BY ATTORNEY SANDOVAL-BUSHUR:

15 Q. So looking at the Kids First
16 example, the vendor cost is \$400. You
17 apply an allocation percent of
18 50 percent, and result in a damages total
19 of \$200, right?

20 A. That is the math, yes, sir.

21 Q. And your understanding is
22 that \$200 does not necessarily reflect
23 the difference between what Breathitt
24 actually paid Kids First and what

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1 Breathitt would have paid Kids First in a
2 world without defendants' conduct,
3 correct?

4 A. It may or may not. Like I
5 said, it could be that it was still \$400
6 and that none was assigned to it; it
7 could have been that the cost would have
8 been \$200, which would be your hypothet
9 that you're asking, or it could have been
10 that the cost would have been zero and
11 Phillip Watts determined that even though
12 that cost would not have been incurred,
13 he was more comfortable assigning a
14 50 percent weighting to it.

15 But those questions would be
16 asked of those persons most knowledgeable
17 who are going to provide the foundation
18 at trial for the allocation percentages
19 by vendor.

20 Q. And your understanding is
21 the same for all of the vendor costs that
22 have an allocation percent of less than
23 100 percent, that the damages total does
24 not necessarily reflect the difference

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1 between what the school district actually
2 paid the vendor and what the school
3 district would have paid the vendor in a
4 world without defendants' conduct,
5 correct?

6 ATTORNEY GRADEN: Objection.

7 THE WITNESS: I will agree
8 with it does not necessarily
9 reflect. It could reflect a
10 number of things.

11 So, yes, I will agree with
12 the question as worded.

13 BY ATTORNEY SANDOVAL-BUSHUR:

14 Q. Is a cost properly
15 considered damages even if a plaintiff
16 would have paid the exact same cost in
17 the absence of defendants' at-issue
18 conduct?

19 ATTORNEY GRADEN: Objection.

20 THE WITNESS: My answer is
21 yes. But I do believe that that's
22 a legal determination whether or
23 not a cost is recoverable under
24 whatever law. So I'm not going to

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1 certainly step in the purview of
2 the trier in this case.

3 But over the course of my
4 career, whether it's representing
5 plaintiffs or defendants, this
6 methodology has been employed by
7 me without exception and utilized
8 in federal and state courts all
9 over the country.

10 So I have not had anyone
11 take exception with that. But I
12 certainly don't want to make a
13 legal determination of what is or
14 not recoverable. I'm only
15 calculating the damages here.

16 BY ATTORNEY SANDOVAL-BUSHUR:

17 Q. And your damages totals
18 include amounts that plaintiffs might
19 have paid in the absence of defendants'
20 conduct, correct?

21 ATTORNEY GRADEN: Objection.

22 THE WITNESS: They may have
23 paid or they may not have paid or
24 they may have paid at a lesser

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1 amount.

2 And that's assuming not the
3 100 percents, or they may not have
4 paid at all because it's
5 100 percent related to.

6 BY ATTORNEY SANDOVAL-BUSHUR:

7 Q. You relied on the affidavits
8 that were provided by employees from
9 Breathitt, Charleston and DeKalb,
10 correct?

11 A. Yes.

12 Q. And you spoke with Mr. Watts
13 who provided an affidavit for Breathitt,
14 correct?

15 A. I spoke with Mr. Watts. And
16 I also spoke with Stacy -- Stacy
17 McKnight, the CFO, just for clarity of
18 the record.

19 Q. For those individuals whose
20 affidavits you relied on for your damages
21 calculations, the only one who you spoke
22 with was Mr. Watts, correct?

23 A. Related to the six
24 bellwether cases herein.

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1 Q. Correct.

2 A. I don't know that that's
3 accurate for all of the cases. But for
4 the six that we're talking about and the
5 three with affidavits, Phillip Watts was
6 the only one of the three -- or one of
7 the four deponents -- well, not deponents
8 but affiants that I spoke with.

9 Q. And at the time that you
10 issued your expert reports, your initial
11 expert reports with your damages
12 calculations, you had not reviewed the
13 deposition testimony of any of the
14 employees from Breathitt, Charleston or
15 DeKalb who issued affidavits, correct?

16 A. That's correct. Who issued
17 affidavits. That's fair.

18 I don't know that they had
19 given depositions prior to the issuance
20 of my report. So with that caveat, I had
21 not -- obviously, I couldn't have
22 reviewed something that didn't exist at
23 the time.

24 But for the ones who may

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1 have given depositions prior to, I did
2 not review them if they're not in my
3 materials reviewed.

4 Q. You relied on the
5 interrogatory responses that were
6 provided by Harford, Irvington and Tucson
7 for your damages calculations, correct?

8 A. In part.

9 Q. Did you know, when you
10 issued your reports for Harford,
11 Irvington or Tucson, who from the
12 districts provided the information that
13 was included in the interrogatory
14 responses that you relied upon?

15 A. I don't know which
16 individuals would have given that sworn
17 testimony. I know that they were all
18 verified, which was something that we
19 checked.

20 But that sworn testimony
21 could have been from one person or a
22 consolidation of a number of people who
23 will provide testimony.

24 Q. When you relied on the

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1 interrogatory responses from Harford,
2 Irvington and Tucson, did you know
3 whether it was the school district's
4 attorneys who had provided the
5 information in the responses?

6 ATTORNEY GRADEN: Objection.

7 THE WITNESS: I have been
8 dealing with litigation work for a
9 long time. The general
10 representation that the attorneys
11 are providing sworn statements is
12 not my understanding.

13 The people who are giving
14 the answers are the ones who are
15 swearing that the answers are
16 true, correct and reliable under
17 penalty of perjury.

18 So I don't believe or accept
19 any acknowledgment that the
20 attorneys are the ones who are
21 drafting the answers in any way.

22 They may have physically
23 written them. But it's the people
24 who are going to swear at trial

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1 that this is the true and
2 accurate -- who are giving them
3 those answers.

4 BY ATTORNEY SANDOVAL-BUSHUR:

5 Q. And it's your understanding
6 that the people who signed the
7 interrogatory responses for Harford,
8 Irvington and Tucson are not attorneys;
9 is that correct?

10 A. I don't know if they're
11 attorneys or not. But they're not
12 counsel of record in this case.

13 They were verified by the
14 actual representatives of those
15 districts --

16 Q. In your --

17 A. -- that's my understanding.

18 Q. In your experience, it would
19 be unusual if an interrogatory was
20 verified by an attorney, correct?

21 A. I don't know if that's
22 unusual or not. I've worked a lot on
23 discovery in many matters. I do a lot of
24 discovery working with the attorneys on

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1 behalf of divorce clients. One of the
2 things I do in my domestic practice is
3 assist with discovery a lot.

4 And it may not be unusual
5 for an attorney to verify an
6 interrogatory that's attested to by the
7 client.

8 So I think that's a legal
9 conclusion. I don't recall any attorneys
10 signing those verifications. I think
11 they were all signed by the
12 representatives.

13 But I don't know that that
14 changes my opinion at all that their
15 sworn testimony as an interrogatory in an
16 answer to a direct question on damages
17 from the defendants in this matter.

18 Q. Is it your understanding
19 that the individuals who signed the
20 interrogatory responses will be the ones
21 who will testify to the validity of those
22 percentages?

23 A. I don't know that they
24 necessarily will be the ones. It could

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1 be multiple people.

2 But they are the ones who
3 have gathered up the information to make
4 sure that it's correct, reliable and
5 accurate as representatives of those
6 districts to give truthful testimony in
7 an interrogatory response. That's my
8 understanding.

9 Q. For Harford, Irvington and
10 Tucson, you do not know who will testify
11 to the accuracy, validity or reliability
12 of the percentages provided in those
13 interrogatory responses, correct?

14 A. That's fair. I do not know
15 at this time.

16 Q. It was not part of your
17 assignment in this case to vet the
18 process that any school district
19 employees used to arrive at the
20 allocation percents in their affidavits,
21 correct?

22 ATTORNEY GRADEN: Objection.

23 THE WITNESS: Could you ask
24 it again, please?

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1 BY ATTORNEY SANDOVAL-BUSHUR:

2 Q. It was not part of your
3 assignment in this case to vet the
4 process that any school district
5 employees used to arrive at the
6 allocation percents in their affidavits,
7 correct?

8 A. I think that's fair.

9 Q. And you did not, in fact,
10 vet the process that any school district
11 employee used to arrive at the allocation
12 percents in their affidavits, correct?

13 A. That's fair.

14 Q. And you do not know, one way
15 or the other, whether the employees whose
16 affidavits you relied on used a
17 reasonable or unreasonable process to
18 arrive at their allocation percents,
19 correct?

20 ATTORNEY GRADEN: Objection.

21 THE WITNESS: I can't speak
22 to their process. I don't believe
23 they used an unreasonable one.
24 But I have no way of knowing one

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1 way or the other, only that the
2 testimony that they're going to
3 give and that they have already
4 given is sworn to under penalty of
5 perjury.

6 BY ATTORNEY SANDOVAL-BUSHUR:

7 Q. And you do not know, one way
8 or the other, what process, if any, any
9 school district employee whose affidavit
10 you relied on used to determine whether
11 or to what extent a vendor's costs were
12 related to defendants' at-issue conduct,
13 correct?

14 ATTORNEY GRADEN: Objection.

15 THE WITNESS: Could you read
16 it back? It had a few different
17 pieces to it.

18 BY ATTORNEY SANDOVAL-BUSHUR:

19 Q. Yeah.

20 You do not know, one way or
21 the other, what process any school
22 district employee whose affidavit you
23 relied on used to determine whether or to
24 what extent a vendor's costs were related

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1 to defendants' at-issue conduct, correct?

2 ATTORNEY GRADEN: Objection.

3 THE WITNESS: I think that's
4 right. I mean, I certainly
5 couldn't speak for somebody like
6 Phillip Watts or Byron
7 Scheuneman's involvement with
8 DeKalb, for instance, or any of
9 the other people I talked to's
10 discussions with me and what role
11 it had.

12 So I was not involved with
13 that process and do not speak to
14 the process itself, because I have
15 no knowledge of it. So I think
16 that's accurate.

17 BY ATTORNEY SANDOVAL-BUSHUR:

18 Q. And you do not know whether
19 any of the employees who issued
20 affidavits reviewed any data before
21 arriving at the allocation percents that
22 they put in their affidavits, correct?

23 ATTORNEY GRADEN: Objection.

24 THE WITNESS: Define data.

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1 Many of the allocation percentages
2 have a chart of the costs, and
3 some of those costs may have come
4 from me as having been verified
5 and forensically analyzed in the
6 cost chart.

7 The percentages, no. But
8 you just said in their affidavit
9 generally.

10 BY ATTORNEY SANDOVAL-BUSHUR:

11 Q. Okay.

12 A. So I'm not certain that the
13 fact that I had already reconciled the
14 cost of the Yondr pouches for Phillip
15 Watts and he put the number of the
16 dollar, that he didn't get that from me.

17 He may or may not have
18 gotten it from me. And they didn't
19 always reconcile with what I said. But
20 some of them did. And to the extent that
21 they did, it may have been as a result of
22 the work I had performed in advance of
23 declaration or affidavit they provided or
24 interrogatory responses provided.

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1 Q. Yeah. And my question was
2 actually limited to the allocation
3 percents.

4 A. That was --

5 Q. Understood. I'll just
6 re-ask the question.

7 A. Yeah. Please.

8 Q. You do not know whether any
9 of the employees who issued affidavits
10 reviewed any data before arriving at the
11 allocation percents that they put in
12 their affidavits, correct?

13 A. Subject to the fact that
14 they may have reviewed the data on the
15 costs and that may have had some impact,
16 I do not know otherwise.

17 I don't know what data they
18 reviewed, I guess, is the right answer.

19 Q. You do not know whether or
20 to whom any of the employees who issued
21 affidavits interviewed before arriving at
22 the allocation percents presented in the
23 affidavit, correct?

24 ATTORNEY GRADEN: Objection.

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1 THE WITNESS: I'm not aware
2 of the process that any of the
3 people who will provide the sworn
4 testimony went through in order to
5 get their sworn testimony before
6 the court, whether in a
7 declaration or in a response to a
8 verified interrogatory, as it
9 relates to calculating damages as
10 a result of the alleged improper
11 actions of the defendants in this
12 matter.

13 BY ATTORNEY SANDOVAL-BUSHUR:

14 Q. For the districts whose
15 interrogatory responses you relied on for
16 allocation percentages, you do not know
17 what process was used to arrive at the
18 allocation percents, correct?

19 A. Same answer, if you'd like
20 me to read it back.

21 I'll put them both together.

22 I don't know either for the
23 affidavits or for the interrogatory
24 response what portion they went through

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1 to determine that the damages allegedly
2 caused by the defendants in this matter
3 relate to the allocation percentages,
4 neither for the interrogatory responses
5 or the declarations, affidavits.

6 Q. Do you know whether the
7 plaintiffs' attorneys suggested
8 allocation percents to the employees who
9 ultimately issued affidavits and then
10 asked the employees to estimate
11 allocation percents?

12 ATTORNEY GRADEN: Objection.

13 THE WITNESS: I don't know
14 one way or the other. I have no
15 reason to believe that the
16 attorneys are suggesting the
17 answer to the plaintiffs.

18 But I have no way of knowing
19 one way or the other.

20 BY ATTORNEY SANDOVAL-BUSHUR:

21 Q. Would you be surprised if
22 plaintiffs' attorneys suggested
23 allocation percents to the employees who
24 ultimately issued affidavits and then

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1 asked the employees to estimate the
2 percents?

3 ATTORNEY GRADEN: Objection.

4 THE WITNESS: I would be
5 very surprised if people who were
6 prepared to offer and have already
7 offered sworn testimony under
8 penalty of perjury are given an
9 opinion that's not their own.

10 Yes, that would surprise me.

11 BY ATTORNEY SANDOVAL-BUSHUR:

12 Q. For the allocation percents,
13 you relied, for Breathitt, on two
14 employee affidavits, correct?

15 A. That is correct, yes, sir.

16 Q. For the allocation percents,
17 you relied, for Charleston, on one
18 employee affidavit, correct?

19 A. Yes. That's Allison,
20 correct.

21 Q. And for DeKalb for
22 allocation percents, you relied on one
23 employee affidavit, correct?

24 A. That's correct.

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1 Q. The employees whose
2 allocation percents you relied on were
3 selected by plaintiffs' attorneys,
4 correct?

5 ATTORNEY GRADEN: Objection.

6 THE WITNESS: I don't know
7 that to be the case.

8 BY ATTORNEY SANDOVAL-BUSHUR:

9 Q. You did not identify the
10 people who you thought should provide
11 allocation percents and then ask
12 plaintiffs' attorneys to get information
13 from those people, correct?

14 A. I didn't identify anybody to
15 provide sworn testimony in this case one
16 way or the other. I was not involved in
17 any process.

18 Q. You did not have any say in
19 who provided affidavits in this case?

20 A. I think that's fair to say
21 that I could not cause an affidavit to be
22 made.

23 Q. And you did not ask
24 plaintiffs' attorneys to obtain or seek

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1 to obtain affidavits from any particular
2 individuals from any particular school
3 district, correct?

4 A. I think that's fair to say.

5 ATTORNEY GRADEN: Objection.

6 THE WITNESS: That was not a
7 process I was involved in in any
8 way.

9 BY ATTORNEY SANDOVAL-BUSHUR:

10 Q. And you do not know why
11 plaintiffs' attorneys selected which
12 employees would provide affidavits and
13 which would not, correct?

14 ATTORNEY GRADEN: Objection.

15 THE WITNESS: I don't know
16 other than to know that the people
17 who are providing sworn testimony
18 in this case as a result of the
19 alleged improper actions of the
20 defendants are the persons
21 knowledgeable to say what they've
22 said in their affidavits. It
23 wouldn't be in their affidavit if
24 it wasn't within the scope of

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1 their personal knowledge during
2 this period.

3 So other than that, no.

4 BY ATTORNEY SANDOVAL-BUSHUR:

5 Q. You did not receive any
6 affidavits from Harford, Irvington or
7 Tucson, correct?

8 A. I think that's correct, yes,
9 sir.

10 Q. What is your understanding
11 of why you received affidavits from some
12 districts but not from others?

13 A. I have no idea. My
14 speculation is that some attorneys like
15 affidavits and some attorneys like
16 response to interrogatories. Perhaps
17 just a preference of the local counsels
18 that are representing those particular
19 school districts.

20 But I would simply be
21 guessing like I just did in that answer.

22 Q. For the employees whose
23 affidavits you rely on, do you understand
24 that those employees do not personally

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1 make the decision to pay each and every
2 one of the vendors identified in their
3 affidavits?

4 ATTORNEY GRADEN: Objection.

5 THE WITNESS: I have no way
6 of knowing that. I don't know
7 that I agree with that on its
8 face.

9 I think Phillip Watts has
10 been there a long time. He may
11 have been the cause for single --
12 every single cost on Breathitt.

13 I think if I remember
14 correctly, Monika Davis was in the
15 school system long before the
16 allegations here.

17 And I'm looking at Lisa
18 Allison at Charleston, and she's
19 been the executive director and
20 working with these programs maybe
21 since 2001.

22 So I don't know the answer
23 to that. I'm not the right person
24 to ask on who caused any expense

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1 to be incurred.

2 I'm the right person to ask
3 on was it incurred and was it
4 paid. And they were.

5 BY ATTORNEY SANDOVAL-BUSHUR:

6 Q. So you do not know, one way
7 or the other, which of the vendor costs
8 in the employee affidavits the employee
9 who issued the affidavit was personally
10 involved in; is that fair?

11 A. I think it's fair that I
12 don't have direct knowledge on that.

13 I mean, we could take them
14 one at a time. Phillip Watts was the
15 superintendent. And I believe Will Noble
16 was the CFO. The CFO is going to have
17 direct knowledge of any expense that goes
18 through his, you know, payment system
19 while he's the CFO for as long as he is
20 the CFO.

21 Then Monika Davis, I
22 believe, was perhaps also the CFO or
23 filled that role as a CFO.

24 So I don't know the answer.

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1 But the people who have
2 given those affidavits certainly were in
3 the role and were in positions that would
4 have been intimately familiar with the
5 knowledge of the costs incurred during
6 the periods we're talking about.

7 Q. You did not require that an
8 employee have personal knowledge about a
9 vendor or payments to a vendor in order
10 for you to rely on the percentages in the
11 employee's affidavit, correct?

12 ATTORNEY GRADEN: Objection.

13 THE WITNESS: That's fair.

14 So long as the employee is
15 standing ready to testify that
16 they are the person most
17 knowledgeable and have the
18 information to provide to the
19 court that's truthful and accurate
20 as to the -- what the affidavits
21 say resulting from the damages of
22 the alleged improper actions of
23 the defendants, they are the
24 people who are the ones to rely

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1 upon.

2 BY ATTORNEY SANDOVAL-BUSHUR:

3 Q. And you did not require that
4 the information in an interrogatory
5 response be provided by someone with
6 knowledge of the vendors or payments to
7 the vendors in order for you to rely on
8 the interrogatory response; is that fair?

9 ATTORNEY GRADEN: Objection.

10 THE WITNESS: I didn't
11 require anything in any
12 interrogatory response. I didn't
13 have anything to do with discovery
14 in this matter.

15 ATTORNEY GRADEN: Joseph,
16 it's almost 1:00. If you want to
17 take a lunch break.

18 ATTORNEY SANDOVAL-BUSHUR:
19 Yeah. We can take a break.

20 VIDEO TECHNICIAN: Going off
21 the video record, 12:44 p.m.

22 - - -

23 (Whereupon, a luncheon
24 recess was taken.)

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VIDEO TECHNICIAN: Back on
video record, 1:18 p.m.
BY ATTORNEY SANDOVAL-BUSHUR:

Q. Mr. Meyers, it was not part
of your assignment in this case to
determine whether any school district
paid any of the costs included in your
damages calculations using external
funds, such as federal funds, correct?

A. I don't know that I agree
with that. To the extent that the
federal funds are part of the general
budget, I confirmed that all the costs
came from the school funding itself.

So whether or not the
original source of the funding, call it
revenues, if you will -- I know we talked
about not-for-profits, but they can still
have revenues -- call it revenues of the
not-for-profit school districts, those
would include federal grants, state
grants, private grants, all of these
other different funding sources.

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1 So my focus was on making
2 sure that the school expended the funds
3 to pay for the costs that are in there,
4 this is, not a third-party grant paying
5 it directly.

6 But that does not
7 necessarily mean that the original source
8 of the funding or a portion of the source
9 of the funding may have originated from
10 the general budget having federal or
11 state funds as a part of its revenue
12 stream, if that makes sense.

13 Q. It was not part of your
14 assignment to determine what funds any
15 school district used to pay any of the
16 costs included in your damages
17 calculations, correct?

18 A. I think that's fair. The
19 source of the funds at the school
20 district level were not part of what I
21 was asked to do.

22 But I did confirm that the
23 costs were borne at the school level, if
24 that makes sense.

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1 Q. And you're not opining on
2 what the source of any of the funds are
3 for any of the costs included in your
4 damages calculations, correct?

5 A. That is fair. The source is
6 not a concern for me in the report that
7 I've done. This is on the expenditures,
8 not what funded those.

9 Q. It was not part of your
10 assignment to determine whether any
11 school district paid for any of the costs
12 included in your damages calculations
13 using grant funding, correct?

14 A. That's fair. Grant funding,
15 federal funding, any source of revenue
16 that would come into the school district
17 was outside of the scope of what I did.

18 I did not start with the
19 revenue. I made sure that the
20 expenditures that are calculated for the
21 select vendors in my Exhibit-1 to the six
22 reports were all borne at the school
23 level. But whether or not it was from
24 the general fund or a specific specially

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1 allocated fund or what funded those
2 particular funds, if you will, was not
3 part of what I was asked to do in this
4 case.

5 Q. It was not part of your
6 assignment to determine whether any
7 school district was reimbursed using any
8 third-party funds for any of the costs
9 included in your damages calculations,
10 correct?

11 A. I think that's fair.
12 It's -- the reimbursements would still
13 come in as regular revenues under that
14 business model generally. So that would
15 go back into the inputs on those
16 particular sources.

17 Q. And you did not -- and you
18 were not opining that any school district
19 was or was not reimbursed using any
20 third-party funds for any of the costs
21 included in your damages calculations,
22 correct?

23 A. Again, yes, that's correct.
24 I don't have an opinion on the source of

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1 any of the funds, whether it was
2 reimbursed and booked as revenues.

3 I can tell you that none of
4 the costs that I have included have
5 contra offsets. So if in the general
6 ledger it was a cost that was borne by
7 the school but then it was paid back and
8 netted out as if it were not paid by the
9 school, that cost would not have been
10 incurred -- or included in this report,
11 which could be indicative of a
12 reimbursement to pay for it so that it
13 did not come from the source of the funds
14 from the school.

15 But to the extent that the
16 funds all go into different pots for a
17 school that has to go, whether it's a
18 teacher fund or general fund or specific
19 allocated fund or capital campaign,
20 whatever those pots were, I didn't touch
21 those buckets at all.

22 It was all in the
23 expenditure -- the use side, not the
24 source side.

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1 Q. It was not part of your
2 assignment to determine whether any
3 school district spent money on a
4 particular vendor cost specifically
5 because the district received external
6 funding to pay that cost; is that
7 correct?

8 A. No, that was not within the
9 scope, for the reasons we just talked
10 about.

11 Q. And you did not, in fact --
12 well, let me ask my question a little
13 differently.

14 You are not opining on
15 whether any school district spent money
16 on a particular vendor cost specifically
17 because the district received external
18 funding to pay that cost, correct?

19 A. That's fair. I'm actually
20 specifically opining that the
21 expenditures in my report are as a direct
22 result of the alleged improper actions of
23 the defendants, not as a result of some
24 other external force, which would include

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1 some direct grant funding.

2 So I'm opining specifically
3 that they were incurred as a result of
4 the alleged actions of the defendants.

5 Q. It was not part of your
6 assignment in this case to study what
7 specific services or products any school
8 district purchased or received from any
9 vendor; is that correct?

10 A. I think that's fair, with
11 the one caveat that, as is detailed in my
12 report, there are certain buckets of
13 information I've been asked to opine on;
14 capital cost, such as the Yondr pouches
15 or the lockers, SEL curriculum, mental
16 health, technology, and, in a couple of
17 cases, property damage.

18 But other than those
19 buckets -- I mean, I had to make sure
20 that it wasn't put on a new roof. But it
21 was one of those five buckets that I was
22 asked to opine on.

23 So once I was satisfied that
24 those vendors met one of those

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1 definitions that I was asked to review,
2 because there may be other damages in
3 this case that I'm not aware of or
4 opining on related to other vendor costs
5 that are not the select vendor costs that
6 I'm doing, that it fell into one of those
7 four buckets or five buckets, if you
8 will.

9 But outside of that, no
10 additional work.

11 Q. You just testified that you
12 were asked to opine on costs in certain
13 buckets, including capital costs,
14 social-emotional learning curriculum,
15 mental health, technology and property
16 damage, correct?

17 A. That's correct.

18 Q. Who came up with those
19 buckets?

20 A. I don't know the answer to
21 that. I know there's multiple experts in
22 this case. Some are dealing with payroll
23 costs. Some are dealing with the past
24 costs. Some are dealing with future

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1 costs. I'm not involved with the role of
2 any of the other experts.

3 But for my role in this
4 case, I was asked to, I guess, only focus
5 on the costs in those five buckets for
6 these particular schools related to the
7 past. So only past -- certain select
8 vendor out-of-pocket past damages in
9 those four or five buckets, as you just
10 identified.

11 But I don't know --

12 Q. You -- let me start that
13 again.

14 Did plaintiffs' attorneys
15 tell you that your damages analysis
16 should relate to past costs in the
17 buckets of capital costs, social --
18 social-emotional learning curriculum,
19 mental health, technology and property
20 damage?

21 ATTORNEY GRADEN: Objection.

22 THE WITNESS: I think
23 it's -- that's fair to say.

24 Originally when we got all

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1 the general ledgers and started
2 having to go through vendors, the
3 focus was that I was not dealing
4 with any employee costs. I was
5 not dealing with any purchase cost
6 of things outside of these.

7 So in an initial scope to
8 narrow -- and as you can see
9 through these reports, some of
10 them don't have all of those five
11 buckets. They -- only costs were
12 identified in sometimes two or
13 three of those buckets for me to
14 quantify in this particular case.

15 But that was the initial
16 part of the narrowing of my scope.
17 When I got every vendor that's
18 ever been paid over a period of
19 eight years for a school that's
20 got 92 different schools inside of
21 it, it's a lot of costs to go
22 through.

23 So that was the first
24 narrowing of the forensic

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1 accounting to get those buckets.

2 And then it was further
3 narrowed, as you can see, to just
4 select vendors that are being
5 identified by the persons most
6 knowledgeable as to the alleged
7 improper actions of the defendants
8 where damages were caused.

9 So it's not all the
10 technology. And it's not all the
11 mental health. And it's not all
12 the SEL. And it's not all the
13 capital cost. It's very small in
14 comparison to the general budgets
15 of these schools, costs that were
16 eventually finally identified for
17 me.

18 BY ATTORNEY SANDOVAL-BUSHUR:

19 Q. If you take, for example,
20 the social-emotional learning curriculum
21 costs.

22 A. Okay.

23 Q. You are not opining on the
24 details of any of the social-emotional

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1 curriculum that any district purchased
2 from any vendor, correct?

3 A. When you say "details," you
4 mean what services are provided under
5 that particular vendor?

6 Q. Correct.

7 A. That's fair. My work is not
8 concerned with, if you will, what the
9 services were provided. The vendors were
10 identified by the people who are going to
11 testify as to how those vendor costs were
12 impacted as a result of the alleged
13 improper actions.

14 So, I mean, I can see what
15 they are by the invoices and the purchase
16 orders. But what services they provided
17 or what technology -- technology they
18 provided or what type of mental health
19 they provided is irrelevant to the
20 quantification of damages in my report.
21 That's an assumption that I'm making in
22 those buckets.

23 Q. So for all of the vendor
24 costs, you are not opining on what

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1 services were provided by each particular
2 vendor?

3 A. That's fair. I will not
4 give an expert opinion at trial that some
5 particular vendor was directly
6 attributable to some particular function
7 of that. Not at that level, no, sir.

8 Q. And you are not opining that
9 any particular service received from any
10 vendor was, in fact, connected to social
11 media or to defendants' at-issue conduct,
12 correct?

13 A. Well, I don't believe that's
14 correct. I'm opining on that as a result
15 of the affidavit and sworn testimony of
16 the persons that these are the vendors
17 that were impacted and whose costs were
18 impacted as a direct result.

19 So I am opining that it's a
20 direct result of the impact of the
21 alleged improper actions of the
22 defendants as a result of the sworn
23 testimony of the persons most
24 knowledgeable.

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1 Q. And you are opining that a
2 particular vendor cost was -- let me ask
3 my question differently.

4 Is it fair to say that you
5 are opining that, based on the
6 information provided in the affidavits or
7 the interrogatory responses, certain
8 vendor costs were connected to
9 defendants' at-issue conduct?

10 A. Yes.

11 Q. And you have not, as part of
12 your work in this case, vetted whether
13 the information provided in the
14 affidavits or interrogatory responses is
15 accurate, correct?

16 A. Except as far as it relates
17 to the quantification of cost that may be
18 in those interrogatory responses or that
19 may be in those affidavits that had
20 already been performed forensically by me
21 and were utilized at that point in time.

22 So as it relates to the
23 selection of the vendors, that was not a
24 determination that I made or an opinion

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1 that I'm giving in this particular
2 matter.

3 And as it relates to the
4 allocation percentage as a result of the
5 alleged improper actions of the
6 defendants, that is going to be borne
7 with the same testimony as those persons
8 most knowledgeable.

9 As it relates to the number
10 that they're using to go with the
11 allocation percentage, that may, in fact,
12 have come from me or the work I had done
13 prior to the issuance of my report and
14 the forensic accounting related to those
15 select vendors, if that makes sense.

16 Q. You are not opining on
17 whether any school district needed to
18 purchase any particular service or
19 product from any vendor; is that correct?

20 A. I'm not opining to the need
21 of any school district at any particular
22 point in time one way or the other.

23 Q. And you are not opining that
24 the amount of money that any school

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1 district paid to any vendor was
2 reasonable, correct?

3 A. I'm opining that the amount
4 of money that they paid to any particular
5 vendor is accurate and reliable, that
6 that was the amount they paid for the
7 time period they paid it.

8 Whether or not it's
9 reasonable is outside the scope of my
10 report. That's going to be for the
11 people who purchased it and their
12 contemporaneous reasons for purchasing it
13 and its relationship to why it was
14 purchased at that time. And the impact
15 is why it was harmed as a result of the
16 alleged actions of the defendants.

17 Q. You are not opining on
18 whether any school district got a good
19 deal or a bad deal from any vendor; is
20 that fair?

21 A. That's fair. I'm not going
22 beneath the surface on what the costs
23 were and whether or not they were fair
24 market value price at the time for which

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1 they were purchased, I guess would be one
2 way I would say it.

3 Now I understand what you
4 mean by "reasonable."

5 But they were incurred at
6 that rate. And it stands to reason that
7 the persons, you know, who purchased it
8 at that time would not have overpaid for
9 any type of software, technology or
10 property.

11 But it is not an opinion I'm
12 giving.

13 Q. Would you agree that
14 smartphones have many different uses?

15 ATTORNEY GRADEN: Objection.

16 THE WITNESS: As a lay
17 person?

18 BY ATTORNEY SANDOVAL-BUSHUR:

19 Q. Yes.

20 A. Sure.

21 Q. You can use a cell phone to
22 place calls, correct?

23 A. Most cell phones, yes.

24 Q. You can use a cell phone to

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1 text, correct?

2 A. Most cell phones, yes.

3 Q. You can use a cell phone to
4 play games on your phone?

5 A. Some people do.

6 Q. You can use a smartphone to
7 shop on your phone?

8 A. Some people do.

9 Q. You can use a smartphone to
10 stream entertainment?

11 A. Some people do, yes, sir.

12 Q. And people use smartphones
13 for things other than accessing
14 defendants' social media platforms,
15 correct?

16 A. I think that's fair.

17 Different people use cell
18 phones for different purposes.

19 Q. And students who use
20 smartphones during the school day use
21 them for purposes other than only
22 accessing defendants' platforms, correct?

23 ATTORNEY GRADEN: Objection.

24 THE WITNESS: I couldn't

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1 tell you what students use them
2 for. I'd be speculating to what
3 they use them for.

4 So I don't have any
5 knowledge, one way or the other,
6 to what they use them for, whether
7 they're students or other people.

8 BY ATTORNEY SANDOVAL-BUSHUR:

9 Q. You do not know how any
10 school district determined that the need
11 for any physical repairs was attributable
12 to either social media generally or to
13 any defendants' at-issue conduct
14 specifically, correct?

15 A. Define physical repairs.

16 Q. You have calculated damages
17 relating to physical repairs, correct?

18 A. I believe in two of the six
19 bellwethers there are quantifications for
20 the damages as a result of the alleged
21 improper actions of the defendants
22 related to the cost associated with
23 property repair damage, I think -- I
24 don't know exactly what I called it --

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1 property damage.

2 Q. You calculated property
3 damage -- damages for both Breathitt and
4 Tucson; is that correct?

5 A. I know it is yes for
6 Breathitt. I'll just check real quick.

7 Yes, that's correct.

8 Q. Did you ask for information
9 on any property damage costs that were
10 attributable to defendants' at-issue
11 conduct from Charleston, Harford, DeKalb
12 or Irvington?

13 A. I don't recall if I had
14 asked or not. I know that during the
15 course of the information that was
16 provided, property damage was given to me
17 on a number of cases in regards to, as
18 you can see on Exhibit-1 for Tucson and
19 Breathitt. I don't recall if I had
20 received anything on the others.

21 But I don't -- I didn't
22 request anything of them specifically.

23 Q. Okay. How were the vendor
24 costs that were allegedly related to

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1 defendants' at-issue conduct identified
2 to you?

3 A. I think there's two ways
4 that they were identified. I'd have to
5 go back and look at the pleadings filed.

6 But if I remember correctly,
7 there was an additional verified
8 interrogatory that I had for a number of
9 them. It might have been Interrogatory
10 Number 3 -- I'd have to go back and
11 look -- where they were asked
12 specifically about property damage. And
13 those were outlined in a number of the
14 interrogatory responses related to that
15 property damage.

16 And in addition to that, it
17 was information that was provided related
18 to the cost of select property damage
19 that the persons most knowledgeable had
20 identified was as a direct result of the
21 alleged actions of the defendants in this
22 matter.

23 Q. You have not done anything
24 to vet any plaintiffs' allocation

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1 percentage relating to property damage,
2 correct?

3 ATTORNEY GRADEN: Objection.

4 THE WITNESS: My
5 understanding is that the property
6 damage, that is the same as the
7 Yondr pouches we talked about
8 before, it's 100 percent related
9 to the alleged improper actions,
10 that the allocation percentages
11 that the property damage would not
12 have needed to have been repaired
13 but for the alleged improper
14 actions of the defendants, which
15 is -- the 100 percent is
16 allocated.

17 BY ATTORNEY SANDOVAL-BUSHUR:

18 Q. You did not do anything to
19 vet whether, in fact, any property damage
20 was due to the alleged improper actions
21 of the defendants, correct?

22 ATTORNEY GRADEN: Objection.

23 THE WITNESS: I did not
24 personally do any additional

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1 information -- ask for any
2 additional information other than
3 the sworn testimony of the persons
4 who will speak to the property
5 damage.

6 BY ATTORNEY SANDOVAL-BUSHUR:

7 Q. And you do not know what the
8 persons who either signed the affidavits
9 or provided the interrogatory responses
10 did to determine that any property damage
11 would not have needed to have happened
12 but for the alleged improper actions of
13 the defendants, correct?

14 A. I'm not personally aware of
15 the rationale that they used to determine
16 that the property damage that needed to
17 be repaired was as a result of the
18 alleged improper actions of the
19 defendants, only that it was.

20 Q. The alleged -- let me ask
21 that a little differently.

22 You do not know which of
23 defendants' platforms or at-issue conduct
24 any school district believes is linked to

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1 the need for any physical repairs,
2 correct?

3 ATTORNEY GRADEN: Objection.

4 THE WITNESS: That's fair.

5 I don't know the source of the
6 determination that this was caused
7 by the alleged improper actions of
8 the defendants.

9 BY ATTORNEY SANDOVAL-BUSHUR:

10 Q. Property damage would not
11 have happened if students had not engaged
12 in destructive behavior, correct?

13 A. It may or may not have.

14 Q. Well, each of the -- this is
15 the property damage that you include in
16 your damages calculations.

17 Those instances of property
18 damage would not have incurred if
19 students had not engaged in destructive
20 behavior, correct?

21 A. I think that's fair. I
22 don't know that it was just students.
23 But I know it was as a result of the
24 alleged improper actions.

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1 But I think the -- I don't
2 know what you would call it -- the term
3 is vandalism, but with it being
4 100 percent, it would not have happened
5 but for the persons who did it.

6 And the reasons they did it,
7 I guess, will be a determination for
8 someone else other than me.

9 Q. So for the instances of
10 property damage, there would be an
11 allocation percent of 100 percent to the
12 individual person who actually engaged in
13 the property damage, correct?

14 ATTORNEY GRADEN: Objection.

15 THE WITNESS: No, I don't
16 know that I agree with -- that's
17 certainly a legal determination or
18 maybe an issue of fact of some
19 kind of, you know -- to say that
20 because somebody did it, it's not
21 the fault of somebody else is a
22 legal determination.

23 And that's not been my
24 experience in a lot of personal

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1 injury cases. Sometimes it's not
2 the fault of the person who did it
3 or the cause of the fault of the
4 person who did it. But that's
5 certainly beyond my scope and
6 expertise.

7 And I'm not giving an
8 opinion on causation either. So I
9 don't know who caused it or for --
10 who is responsible for the damage.

11 I can only tell you what the
12 costs were to repair the damages
13 caused by the alleged improper
14 actions of the defendants.

15 BY ATTORNEY SANDOVAL-BUSHUR:

16 Q. The fact that there is a
17 100 percent allocation percent for a
18 particular vendor cost does not mean that
19 there is no one else in the world who
20 contributed to the cost being incurred
21 other than defendants; is that correct?

22 ATTORNEY GRADEN: Objection.

23 THE WITNESS: The
24 100 percent assumes that but for

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1 the improper actions of the
2 defendants, the cost would not
3 have been incurred to repair the
4 damage.

5 BY ATTORNEY SANDOVAL-BUSHUR:

6 Q. Does the fact that there is
7 a 100 percent allocation percent for a
8 particular vendor cost mean that there is
9 no one else in the world who contributed
10 to the costs being incurred other than
11 the defendants?

12 A. It doesn't necessarily mean
13 that at all. But that doesn't mean that
14 one person may not be liable or
15 responsible for 100 percent of it.

16 You know, take a person who
17 gets in an automobile accident, which I
18 see all the time, who had bad knees and
19 needed surgery, but he got smashed on his
20 knees and had to have both knees replaced
21 as a result of the injury.

22 In those cases, I've seen
23 the trial court routinely award
24 100 percent of the cost of the knee

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1 surgery, even though he may have had a
2 preexisting condition that would have
3 required him to have surgery later on in
4 life.

5 So the fact that there could
6 be other factors in it does not in any
7 way obviate 100 percent could be the
8 cause -- the catalyst which caused it
9 could be 100 percent recoverable as a
10 damage. And that's pretty consistent
11 over my career.

12 Q. You include vendor costs
13 relating to something called E-hall
14 passes; is that correct?

15 A. Do you want to tell me who
16 that's on?

17 Q. If you look at Exhibit-1A,
18 your Breathitt report.

19 A. I don't see E-hall passes on
20 that report.

21 But I do think that Eduspire
22 and Securly may have been technology
23 platforms that had that type of
24 technology.

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1 Q. Do you know how any district
2 determined that E-hall pass costs were
3 attributable to social media or to
4 defendants' at-issue conduct?

5 A. I do not. For the same
6 reasons we've talked about before on the
7 allocation percentages that were placed
8 on by the persons most knowledgeable.

9 Q. And you are not offering the
10 opinion that using E-hall passes is a
11 necessary expense for a school district,
12 correct?

13 A. I'm not giving an opinion
14 one way or the other on that.

15 Q. You include in your damages
16 calculations vendor costs relating to
17 Internet filters, correct?

18 A. I do.

19 Q. You do not know how any
20 district determined that Internet filter
21 costs were attributable to social media
22 generally or to defendants' at-issue
23 conduct, correct?

24 A. That's fair. For the same

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1 reasons we talked about before, that the
2 persons most knowledgeable will speak to
3 the allocation percentage utilized by
4 them for those select vendors related to
5 web filters as a result of the alleged
6 improper actions of the defendants.

7 Q. Are you aware that school
8 districts are required under law to
9 provide Internet content filters
10 regardless of whether students use social
11 media or not?

12 ATTORNEY GRADEN: Objection.

13 THE WITNESS: I'm not aware,
14 because I'm not a lawyer, to be
15 able to tell you if they are
16 required by law.

17 I've seen that allegation by
18 some of the rebuttal experts, that
19 that's in there. And I know there
20 may be deposition testimony.

21 That alone doesn't
22 necessarily have any impact on the
23 fact that those web filters may
24 have been at a lesser rate or

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1 might not have been incurred at
2 the same cost.

3 And it certainly doesn't
4 give any consideration to what the
5 but-for world would look like if
6 the defendants' platforms had not
7 performed the alleged improper
8 actions as far as back as '16 and
9 '17. It's a whole different
10 hypothetical world.

11 So I'm certainly not giving
12 any opinions on what the law
13 requires. But the fact alone that
14 you may be required,
15 hypothetically, in some states or
16 federally to have web filters
17 doesn't necessarily mean that they
18 all have the same web filter.

19 We've done 11 of these, and
20 they don't all have the same web
21 filter. And they are just 11
22 schools from 11 different
23 districts.

24 So surely if that law is as

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1 you purport it to be, there's a
2 whole lot more to it than the one
3 sentence that we're talking about
4 here and goes into what defines a
5 web filter and what's required
6 federally or statewide.

7 So -- and I haven't
8 researched any of that.

9 But in no way does that mean
10 that a damage cannot be associated
11 with a web filter just because it
12 may be required by state or
13 federal law.

14 BY ATTORNEY SANDOVAL-BUSHUR:

15 Q. You have not undertaken any
16 analysis to determine whether or not, in
17 the absence of social media or
18 defendants' at-issue conduct, any school
19 district would have paid a lesser rate
20 for an Internet content filter, correct?

21 A. I don't think that's
22 correct. The affidavits in and of
23 themselves are the people most
24 knowledgeable. The contemporaneous folks

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1 who have determined what web filters to
2 put in there have attested, under oath
3 and will testify at trial under penalty
4 of perjury, the percentage that they
5 attribute to the alleged improper actions
6 of the defendants.

7 So to the extent that, you
8 know, there are a lot of web filters out
9 there, vendor costs on a lot of these had
10 Microsoft Defender, that may qualify as a
11 web filter. You don't see that on any of
12 them.

13 So the fact that any
14 individual plaintiff has reduced the
15 number of web filters to the ones that
16 are listed in here, those are the ones
17 that caused the harm.

18 I am aware of many other web
19 filters that these other school
20 districts, the six bellwethers and the
21 other five, have and pay for and have
22 paid for for a very long time that are
23 not being claimed as damages.

24 So I believe that the people

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1 who are most knowledgeable about the laws
2 and regulations that govern their schools
3 in their districts have considered that
4 duly when they put forth their affidavit
5 as to what the reduction would be or what
6 the allocation percentage should be as a
7 result of the defendants' alleged
8 improper actions.

9 Q. Mr. Meyers, I'm asking about
10 what you personally have undertaken.

11 Have you -- have you
12 undertaken any analysis to determine
13 whether or not, in the absence of social
14 media or defendants' at-issue conduct,
15 any school district would have paid a
16 lesser rate for an Internet content
17 filter?

18 A. And I said but for the
19 affidavit, no.

20 But those affidavits and
21 those interrogatory responses indicate
22 that they would have been at a lesser
23 rate or at a lower cost.

24 Q. And it's your testimony that

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1 the affidavits and the interrogatory
2 responses state that each school district
3 would have paid less for Internet content
4 filter in the absence of defendants'
5 conduct?

6 A. Remember, we went through
7 the three buckets earlier.

8 It could have been that they
9 paid less. It could have been that they
10 paid the same and negotiated a different
11 contract. It could have been in the
12 but-for world that these ten contracts
13 didn't exist because the web content
14 filter didn't require as many of the
15 add-ons or platforms as it is. It could
16 have been that they were less add-ons.

17 So I can't speak to what any
18 of the individual fact witnesses will
19 testify as to the basis of the 20 percent
20 or 30 percent, or whatever percent they
21 attribute to it, only that they have
22 deliberately included it at an allocation
23 percentage and only those web filters
24 that they have determined have sustained

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1 damages as a result of the alleged
2 improper actions.

3 What I can tell you is that
4 I looked at all of the school districts,
5 and all of them have more than one,
6 multiple web filters throughout their
7 system that are being paid by their
8 technology department. Because as a
9 technology expense, it was something that
10 we forensically analyzed before the
11 selected vendors were provided to us.

12 So this in no way
13 constitutes the entirety of that
14 particular web filter comment as we're
15 talking about herein.

16 But I am relying upon the
17 affidavits.

18 Q. It is possible that in the
19 absence of social media or defendants'
20 at-issue conduct, each school district
21 may have paid the same amount for
22 Internet content filters, correct?

23 ATTORNEY GRADEN: Objection.

24 THE WITNESS: It is possible

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1 they may have paid the same. But
2 that doesn't mean that there's not
3 a damage associated with the
4 platforms or the alleged improper
5 actions of the defendants as the
6 web filter would relate to those
7 actions. That's a legal
8 determination.

9 BY ATTORNEY SANDOVAL-BUSHUR:

10 Q. And just so my prior
11 question was clear, because I think maybe
12 it was -- I'll just re-ask it a little
13 bit differently.

14 Is it possible that in the
15 absence of social media or defendants'
16 at-issue conduct, each school district
17 may have paid the same amount for
18 Internet content filters as they actually
19 paid?

20 ATTORNEY GRADEN: Objection.

21 THE WITNESS: I don't know
22 the answer to that. We're back
23 now to the hypothet of no social
24 media, not social media, not

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1 impacted as a result of the
2 alleged improper actions of the
3 defendants.

4 So in the world of no social
5 media, who knows what web filters
6 could look like. I don't know.

7 BY ATTORNEY SANDOVAL-BUSHUR:

8 Q. Is it possible that in the
9 absence of defendants' at-issue conduct,
10 each district may have paid the same
11 amount for Internet content filters as
12 each school district actually paid?

13 ATTORNEY GRADEN: Objection.

14 THE WITNESS: I have no way
15 of knowing, in the hypothetical
16 world, whether it would have been
17 the same or less or more.

18 BY ATTORNEY SANDOVAL-BUSHUR:

19 Q. But it's possible it would
20 have been the same?

21 A. It's -- anything is
22 possible.

23 Q. For the social-emotional
24 learning curriculum and training costs,

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1 you do not know how any district
2 determined what costs were attributable
3 to social media or to defendants'
4 at-issue conduct, correct?

5 A. That is correct, considering
6 the same caveats that I've given you
7 before on the others.

8 Q. Are you aware that school
9 districts are required under law to
10 provide instruction on social-emotional
11 learning regardless of whether students
12 use social media or not?

13 ATTORNEY GRADEN: Objection.

14 THE WITNESS: I'm not aware
15 one way or the other. It has no
16 impact on the conclusions in this
17 report.

18 Just like the technology,
19 the social and emotional
20 component, this is far -- the
21 number of select vendors that are
22 included herein are a small
23 fraction of the total SEL
24 curriculum that these schools have

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1 imparted to their students during
2 the period of time for which
3 damages were measured.

4 And, specifically, the ones
5 that were included herein include
6 only those that caused damage as a
7 result of the alleged improper
8 actions of the defendants pursuant
9 to the persons most knowledgeable
10 who have given sworn testimony and
11 will testify in this trial.

12 BY ATTORNEY SANDOVAL-BUSHUR:

13 Q. If a school district
14 implemented social-emotional learning
15 curriculum in response to the COVID-19
16 pandemic, would it be appropriate to
17 attribute those curriculum costs to
18 defendants?

19 ATTORNEY GRADEN: Objection.

20 THE WITNESS: It may.

21 BY ATTORNEY SANDOVAL-BUSHUR:

22 Q. And why would it be
23 appropriate for a school district to
24 attribute curriculum costs that were

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1 implemented in response to the COVID-19
2 pandemic to defendants?

3 A. Because COVID-19 may have
4 had reasons to attribute those to the
5 direct actions of the defendants in this
6 matter.

7 I mean, COVID-19 is
8 obviously not part of this case as a
9 plaintiff or a defendant. But I don't
10 know the motivations on why any COVID-19
11 restrictions or allocations would not
12 necessarily be caused by the actions of
13 the defendants in this matter.

14 The people who have given
15 the sworn testimony who are going to
16 testify have all been through COVID-19.
17 They were boots on the ground while the
18 pandemic was going on and have continued
19 to include these costs as allocable to
20 the alleged improper actions of
21 defendants and would have considered,
22 surely, COVID-19 as part of their
23 consideration.

24 Q. I would like to ask you some

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1 questions relating to Breathitt.

2 A. Sure.

3 Q. Did you communicate in any
4 way, whether by speaking in person, by
5 telephone, corresponding by e-mail or
6 otherwise, with any employees or people
7 otherwise affiliated with Breathitt in
8 forming your opinion?

9 A. The only two people would
10 have been discussions with Phillip Watts
11 and Stacy McKnight, as detailed in my
12 report on Footnote 2 of Page 4.

13 Q. Why did you communicate with
14 Phillip Watts?

15 A. I don't recall why we had
16 that conversation. I believe that the
17 call initially took place because Stacy
18 McKnight, as chief financial officer, was
19 going to provide some additional
20 information related to reconciliation of
21 these expenses.

22 Phillip Watts participated
23 on that, and I was able to ask him
24 questions.

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1 Q. So you had a single
2 conversation with both Mr. Watts and
3 Ms. McKnight together?

4 A. It was, yes, sir.

5 Q. Other than having that
6 single conversation with Mr. Watts and
7 Ms. McKnight, did you have any other form
8 of communication with Mr. Watts --

9 A. No, sir.

10 Q. -- or Ms. McKnight?

11 A. I did not.

12 Q. What information did
13 Ms. McKnight provide you in your
14 conversation with her?

15 A. I don't know the answer to
16 that right now. I'd have to go back and
17 look at the file and when the documents
18 were produced.

19 But it would have been
20 additional information related to either
21 vendor costs, invoices or purchase
22 orders.

23 Q. Did you take notes on your
24 conversation with Ms. McKnight?

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1 A. The only notes that I had on
2 that was I was drafting the report at the
3 time and the materials reviewed, and I
4 had missing places.

5 So once those were filled
6 in, they're incorporated into the
7 reports. I didn't take any handwritten
8 notes.

9 Q. Did you take any notes on
10 your conversation with Mr. Watts?

11 A. I did not, no, sir.

12 Q. So it sounds like
13 Ms. McKnight provided you with missing
14 invoice information; is that correct?

15 A. Yes. The chief financial
16 officer provided me financial information
17 in connection with my analysis and
18 reconciliation of costs for select
19 vendors.

20 Q. Did Ms. McKnight provide you
21 with anything other than missing invoice
22 information?

23 A. No, not that I recall.

24 Q. Did plaintiffs' counsel

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1 suggest that you communicate with
2 Ms. McKnight?

3 A. I don't recall. Normally,
4 when I was talking to the CFO, it was at
5 my direction.

6 I had an opportunity to
7 speak, on these six cases, to
8 Ms. McKnight. I spoke -- that was on
9 Breathitt, to be specific for the record.

10 I know on DeKalb I initiated
11 the request to speak with Byron
12 Scheuneman, who is the chief financial
13 officer.

14 And I initiated the
15 conversation with, I believe, Daniel
16 Prentice. I forget which district he's
17 from.

18 Q. Mr. Meyers, I'm just asking
19 you now about Breathitt. I'll get to the
20 others.

21 A. Okay. So, yes, for
22 Breathitt, those are the only ones. And
23 I initiated the conversation with
24 Ms. McKnight.

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1 Q. Did plaintiffs' counsel
2 suggest what questions you should ask
3 Ms. McKnight?

4 A. Absolutely not.

5 Q. What information did
6 Mr. Watts provide you during your
7 conversation with him?

8 A. At that time, we talked
9 through all of the vendors that are in
10 the report. And he was very wanting to
11 give me context as to how they related to
12 the alleged improper damages.

13 Specifically one of the
14 questions I had was the same question you
15 had was about the Yondr pouches at
16 100 percent. And he gave the testimony
17 that they had tried so many things at
18 that point in time that it was the, you
19 know, straw that broke the camel's back.
20 That they were willing to try something
21 else directly as a result of the improper
22 actions.

23 And that but for the alleged
24 improper actions, they would not have

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1 gone through that process to incur those
2 costs, which is why he did 100 percent.

3 Q. Which specific improper
4 actions of defendants did Mr. Watts tell
5 you were the cause of Breathitt's
6 purchase of the Yondr pouches?

7 A. As we talked about earlier,
8 I didn't ask him specifically what those
9 improper actions were.

10 Q. So how did Mr. Watts
11 characterize what you were referring to
12 as the defendants' improper actions that
13 caused the districts to purchase -- the
14 district to purchase Yondr pouches?

15 A. Because that was the
16 questions that I posed to him.

17 All of my questions, as you
18 can see in my report, are directly
19 related to the alleged improper actions
20 of defendants.

21 Q. You did not take any notes
22 on this conversation with Mr. Watts?

23 A. No. The notes are
24 incorporated into the body of the report.

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1 Q. And your conversation with
2 Mr. Watts and Ms. McKnight were not
3 recorded in any way?

4 A. No, sir.

5 Q. It was not part of your
6 assignment to determine what value, if
7 any, Breathitt received in exchange for
8 paying any vendor, correct?

9 A. I think that's fair to say.
10 I'm not looking at the -- I'm trying to
11 define value in my terms.

12 I'm not looking at the
13 results of having incurred the costs,
14 whether they were beneficial or
15 detrimental. It's the timing of when the
16 cost was incurred and the reason for
17 which the cost was incurred that is
18 relevant to the analysis and the
19 testimony that I'll give in this trial.

20 Q. For the allocation percents
21 that you use for your Breathitt damages
22 calculations, you relied on the
23 affidavits of Phillip Watts and Will
24 Noble, correct?

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1 A. That's correct.

2 Q. For the allocation percents
3 you used for your Breathitt damages
4 calculations, you did not rely on any
5 source other than the affidavits of
6 Phillip Watts --

7 A. As it relates --

8 Q. -- and Will Noble, correct?

9 A. Correct. As it relates to
10 the allocation percentages, yes, sir.

11 Q. Do you know whether
12 Mr. Noble reviewed any documents or data
13 in preparing his affidavit?

14 A. I don't know what Mr. Noble
15 did in preparation for his sworn
16 testimony, no, sir.

17 Q. If it is true that Mr. Noble
18 did not review any documents or data in
19 preparing his affidavit, would that
20 affect your decision to rely on any
21 allocation percent in his affidavit?

22 ATTORNEY GRADEN: Objection.

23 THE WITNESS: It absolutely
24 would not.

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1 BY ATTORNEY SANDOVAL-BUSHUR:

2 Q. Are you aware that Mr. Watts
3 assigned the percentages in his affidavit
4 in discussion with plaintiffs' attorneys?

5 ATTORNEY GRADEN: Objection.

6 THE WITNESS: I wouldn't
7 know one way or the other.

8 BY ATTORNEY SANDOVAL-BUSHUR:

9 Q. If it is true that Mr. Watts
10 assigned the percentages in his affidavit
11 in discussion with the plaintiffs'
12 attorneys, would that affect your
13 decision to rely on the allocation
14 percents in his affidavit?

15 ATTORNEY GRADEN: Objection.

16 THE WITNESS: As I said
17 before, it absolutely would not.

18 These are the people who are
19 going to get up on the stand and
20 testify as to the alleged improper
21 actions of defendants and assign a
22 number.

23 They are the ones on the
24 stand under oath under penalty of

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1 perjury. The discussions that
2 they may have had and the impact
3 that it may or may not have had on
4 what eventually went into the
5 affidavit has nothing to do to me
6 to what's in the affidavit that
7 they are going to attest to under
8 oath.

9 BY ATTORNEY SANDOVAL-BUSHUR:

10 Q. For all of the affidavits
11 that you relied on, if it is true that
12 the employee who assigned the percentages
13 in the affidavits did so in discussion
14 with the plaintiffs' attorneys, that
15 would not affect your decision to rely on
16 the allocation percents in those
17 affidavits, correct?

18 A. It would not impact me in
19 the slightest, no, sir, for the reasons I
20 just testified to.

21 Q. Are you aware that Mr. Watts
22 testified that he believes the allocation
23 percents in his affidavit are subjective?

24 ATTORNEY GRADEN: Objection.

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1 THE WITNESS: I have no
2 reason to believe he believes or
3 doesn't believe that.

4 BY ATTORNEY SANDOVAL-BUSHUR:

5 Q. If it is true that the
6 allocation percents in Mr. Watts's
7 affidavit are subjective, would that
8 affect your decision to rely on the
9 allocation percents in his affidavit?

10 ATTORNEY GRADEN: Objection.

11 THE WITNESS: Absolutely
12 not. He's the one who is going to
13 testify as to the basis for it.
14 Whether or not he believes that
15 number could be a lot higher and
16 just decided to use 20 percent,
17 when he really thinks it could be
18 as high as 50 percent, this is
19 what he's attested to.

20 So whether -- however he
21 assigns subjectivity or not, this
22 is what I understand he's going to
23 testify as to and has already
24 testified as to as the damage

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1 caused as a result of the alleged
2 improper actions of the
3 defendants.

4 BY ATTORNEY SANDOVAL-BUSHUR:

5 Q. For all of the affidavits
6 that you relied on, if it is true that
7 the employee who assigned the percentages
8 in the affidavits believes that the
9 percentages are subjective, that would
10 not affect your decision to rely on the
11 allocation percents in those affidavits,
12 correct?

13 ATTORNEY GRADEN: Objection.

14 THE WITNESS: It would not,
15 for the same reasons.

16 BY ATTORNEY SANDOVAL-BUSHUR:

17 Q. Do you know whether
18 Mr. Watts discussed any of the allocation
19 percentages in his affidavit with any
20 teachers?

21 A. I have no idea what
22 Mr. Watts did in preparation for his
23 affidavit, as I previously told you, or
24 any of the affiants.

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1 Q. If it is true that Mr. Watts
2 did not discuss any of the allocation
3 percentages in his affidavit with
4 teachers, that would not affect your
5 decision to rely on the allocation
6 percents in his affidavit, correct?

7 A. It would have absolutely no
8 impact on my reliance on his sworn
9 testimony.

10 Q. And that's true for all the
11 affidavits that you relied on; if it is
12 true that the employee who assigned the
13 percentages in the affidavits did not
14 discuss any of those percentages with
15 teachers, that would not affect your
16 decision to rely on the allocation
17 percents, correct?

18 A. It would have no impact,
19 insofar as they are the people most
20 knowledgeable to get up and testify as to
21 it. They are the ones who are carrying
22 the ball on that.

23 ATTORNEY SANDOVAL-BUSHUR:

24 Let's mark Tab 10 as Exhibit-6.

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1 - - -

2 (Whereupon, Exhibit
3 Meyers-6, No Bates, Affidavit of
4 Phil Watts, was marked for
5 identification.)

6 - - -

7 THE WITNESS: Thank you.

8 BY ATTORNEY SANDOVAL-BUSHUR:

9 Q. Mr. Meyers, Exhibit-6 is the
10 affidavit of Phillip Watts, which you
11 relied on for allocation percents for
12 your Breathitt damages calculations,
13 correct?

14 A. Correct, in part.

15 Q. And if -- in particular, you
16 rely on the percentages in the table on
17 Page 2 of Mr. Watts' affidavit, correct?

18 A. In part, but not in whole.

19 Q. For some of the allocation
20 percents in your Breathitt damages
21 calculations, you rely on percentages
22 that were provided by Mr. Watts in his
23 affidavit, correct?

24 A. In part.

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1 Q. And you rely, for some of
2 the Breathitt allocation percents, on the
3 percentages in the table on Page 2 of
4 Mr. Watts' affidavit, correct?

5 A. In part, yes.

6 Q. Mr. Watts says in his
7 affidavit that he is providing for each
8 vendor a percentage attributable to
9 social media, correct?

10 A. Where -- is there something
11 you're looking at specifically?

12 Q. In the table on Page 2.

13 A. Oh, the table itself?

14 Q. Correct.

15 A. Sure.

16 Q. Just so the record is clear,
17 Mr. Watts says in his affidavit, in the
18 table on Page 2, that he is providing for
19 each vendor a percentage attributable to
20 social media, correct?

21 A. That's correct.

22 Q. And for some of the vendors,
23 you use the percentages that are under
24 that column heading, Percentage

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1 Attributable to Social Media, for your
2 damages calculations, correct?

3 A. Some of the percentages I
4 use are from Mr. Noble and from
5 Mr. Watts, some are from Mr. Noble and
6 some are from Mr. Watts.

7 Q. Mr. Watts does not, anywhere
8 in his affidavit, define social media,
9 correct?

10 A. You're asking for him --
11 just like we talked about for
12 Ms. Allison, there is not a definition of
13 social media in his affidavit that I can
14 see.

15 Q. Mr. Watts does not say, in
16 any of the text in his affidavit, that
17 the term "social media" is limited to
18 defendants, correct?

19 A. I don't see him say it one
20 way or the other.

21 My understanding of his
22 affidavit in relation to the damages that
23 are incurred as a result of the alleged
24 improper actions of the defendants is

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1 that social media is defined as the
2 defendants in this matter by Mr. Watts.

3 Q. So this is based on --

4 A. This is Mr. Watts you gave
5 me?

6 Hold on. Am I looking at
7 the wrong one?

8 Q. Correct.

9 A. I'm sorry. I thought you
10 had Noble in front of me.

11 All right. Watts, yes.

12 Q. And Mr. Watts does not say,
13 in any of the text in his affidavit, that
14 the term "social media" is limited to the
15 alleged improper actions of defendants,
16 correct?

17 A. I don't see those words in
18 having reviewed this affidavit.

19 Q. Mr. Watts' affidavit does
20 not mention YouTube, correct?

21 A. Let me read it more
22 carefully.

23 I do not see a reference to
24 the words "YouTube."

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1 Q. Mr. Watts' affidavit does
2 not mention Snapchat or Instagram or
3 Facebook, correct?

4 A. That is correct. I did not
5 see mentions to either of those three.

6 Q. It's your understanding that
7 even though Mr. Watts does not state this
8 in the text of his affidavit that when he
9 refers to social media, he's referring
10 only to the defendants' at-issue conduct?

11 A. He does capitalize it in the
12 text of the chart.

13 Q. Well, he capitalizes every
14 word in the text of the chart, right?

15 A. He does not. He doesn't
16 capitalize "or" or "to."

17 But I understand your point.
18 I don't know. My understanding is -- as
19 I've told you before, is that when he's
20 relating to social media in this case, as
21 the person most knowledgeable about the
22 damages, he is referring to social media
23 as the defendants in this matter and the
24 alleged improper actions of those

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1 defendants.

2 Q. And if Mr. Watts understood
3 the defendants in this case to include
4 Twitter, Mr. Watts' percentage
5 allocations would have included Twitter,
6 correct?

7 ATTORNEY GRADEN: Objection.

8 THE WITNESS: It may or it
9 may not. You'd have to ask
10 Mr. Watts.

11 BY ATTORNEY SANDOVAL-BUSHUR:

12 Q. Well, you said that you
13 understood his allocations to be his
14 understanding of the -- what he
15 understood the at-issue conduct of
16 defendants to be, correct?

17 A. Okay. Yes.

18 Q. So if --

19 A. But I don't know when he
20 understood or believed Twitter was in
21 there.

22 Was this a year ago? Was it
23 six years ago? Is it as of today? Is it
24 as of the date of his affidavit?

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1 Q. So you think that it's
2 possible that when Mr. Watts issued his
3 affidavit on May 5th, he understood that
4 the defendants did not include Twitter,
5 but at some point prior to the affidavit
6 he believed that the defendants did
7 include Twitter?

8 A. He may have, yes.

9 Q. Do you think it's possible
10 that when Mr. Watts issued his affidavit
11 on May 4th he understood the defendants
12 did not include Twitter, but at some
13 point after he signed the affidavit he
14 believed that the defendants included
15 Twitter?

16 A. He may have. I can't speak
17 to the testimony that Mr. Watts may or
18 may not have given, only the sworn
19 affidavit that he's provided herein.

20 Q. And the sworn affidavit does
21 not define social media?

22 A. As we talked about, it does
23 not have a definition in the affidavit.

24 Q. Okay. Are you aware that

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1 Mr. Watts, in fact, testified about this
2 affidavit after he issued it?

3 A. Let me see.

4 No, I am not. I don't have
5 a copy of his deposition nor have I read
6 that, if a deposition was given before or
7 after the affidavit.

8 Q. Did you ask plaintiffs'
9 attorneys to provide you with the
10 depositions of any of the employees who
11 testified about the affidavits that you
12 relied on?

13 A. I did not, no, sir.

14 Q. Why not?

15 A. Not relevant to the sworn
16 testimony that they're going to give
17 here.

18 Q. So the sworn testimony in
19 deposition that Mr. Watts provided about
20 what he meant when he wrote this
21 affidavit was not relevant to your
22 damages calculations?

23 A. It may or may not be.

24 You're asking me to assume

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1 something that I haven't seen and look it
2 over as something I don't have.

3 If you want me to look at
4 something and review it and see if it's
5 consistent or inconsistent, I'm happy to
6 do that.

7 Q. Okay.

8 A. But you're asking me to
9 assume something that I have no knowledge
10 of. And to the extent that any testimony
11 he may have given that would edit or
12 amend the testimony he intends to give
13 pursuant to his affidavit, should a new
14 affidavit be issued that would change in
15 any way what he's relying upon or what he
16 has stated, it may cause my report to be
17 amended.

18 But until such time as the
19 sworn statement is amended, my report
20 stands.

21 You asked me today if I
22 thought Twitter was social media, and I
23 said yes. But I've also, at least 100
24 times, defined them as the five

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1 platforms.

2 So I can read the whole
3 deposition if you'd like. But short of
4 that, I don't know how I could take it
5 out of context.

6 Q. So short of you sitting down
7 and reading the entire deposition of
8 Phillip Watts, which you've never seen
9 before, you would not be prepared to say
10 that anything that you saw in the
11 deposition undermined your belief that
12 Mr. Watts' reference to social media --
13 undefined reference to social media was
14 limited only to the at-issue conduct of
15 the defendants?

16 A. Without having an
17 opportunity to read it in its full
18 context, I would not.

19 You could provide an excerpt
20 of our deposition today and say that Jeff
21 Meyers said Twitter is social media. And
22 I don't know what you would represent it
23 to say. But that would be incorrect as
24 it defined social media as the defendants

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1 no less than 100 times during this
2 deposition.

3 So as much as I do want to
4 trust you, without verifying it for
5 myself, I'm not going to sit here and
6 take your word for it.

7 ATTORNEY SANDOVAL-BUSHUR:
8 Well, counsel, I mean, are we
9 going to agree -- are we going to
10 agree to unlimited time for this
11 deposition?

12 ATTORNEY GRADEN: Absolutely
13 not. If you want him to read a
14 document or a transcript, it's on
15 you.

16 ATTORNEY SANDOVAL-BUSHUR:
17 And the witness is representing
18 that he is not going to agree to
19 read a deposition unless he has
20 the opportunity to read the entire
21 deposition.

22 ATTORNEY GRADEN: That's his
23 testimony.

24 ATTORNEY SANDOVAL-BUSHUR:

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1 Okay.

2 BY ATTORNEY SANDOVAL-BUSHUR:

3 Q. How did you determine which
4 vendors should be included in your
5 Breathitt damages calculation?

6 A. Those vendors were provided
7 to me in the form of the affidavit or
8 interrogatory responses, as we've
9 previously talked about.

10 Q. Once you determined which
11 vendors should be included in your
12 Breathitt damages calculation, how did
13 you determine which costs relating to
14 each vendor should be included in your
15 damages calculation?

16 A. All costs that were able to
17 be reconciled are included for those
18 particular vendors.

19 Q. So if a vendor was
20 identified to you as being a vendor
21 associated with an allocation
22 percentage -- is that --

23 A. I would say if a vendor has
24 been identified as a select vendor in

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1 this case such that costs associated with
2 those select vendors are the subject of
3 an allegation of damages as a result of
4 the actions of the defendants in this
5 matter, then all of the costs that were
6 able to be reconciled and confirmed
7 related to those vendors has been
8 included in those costs.

9 Q. You assume that if a vendor
10 was identified by a district as a select
11 vendor, then every single payment that
12 the district made to that vendor should
13 be included in your damages calculations,
14 correct?

15 A. Before the allocation
16 percentage is applied. That is correct.

17 That the total cost is the
18 total cost paid for each and every one of
19 those select vendors during the period
20 for which damages are calculated. And
21 then the allocation percentage is applied
22 to the entirety of the cost incurred by
23 the school district respectively during
24 the damage period as a result of the

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1 alleged improper actions of the
2 defendants.

3 Q. You did not confirm with
4 anyone from Breathitt that, in fact,
5 every single district that the district
6 made to each select vendor should be
7 included in your damages calculations,
8 correct?

9 ATTORNEY GRADEN: Objection.

10 THE WITNESS: Could you ask
11 it again? You said district twice
12 and it threw me off.

13 BY ATTORNEY SANDOVAL-BUSHUR:

14 Q. Did you confirm with anyone
15 from Breathitt that, in fact, every
16 single payment that the district made to
17 each select vendor should be included in
18 your damages calculations?

19 A. For the purposes of
20 Breathitt, the answer is absolutely yes.
21 Because I had discussions with Phillip
22 Watts as to the total cost that existed
23 at that time. And we're including all
24 the costs.

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1 So for Breathitt,
2 absolutely.

3 Q. Did you confirm with anyone
4 from Charleston that, in fact, every
5 single payment that the district made to
6 each select vendor should be included in
7 your damages calculations?

8 ATTORNEY GRADEN: When
9 you're ready, Joseph, we're at
10 about an hour.

11 THE WITNESS: For
12 Charleston, it's based on the
13 affidavit of Ms. Allison, who goes
14 through the vendors as to what
15 they do and the percentage of the
16 total expenditures identified.

17 She is the one who
18 identified that it's based -- the
19 percentage is based on total
20 expenditures for those particular
21 select vendors.

22 So she has made that
23 determination on behalf of
24 Charleston.

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1 BY ATTORNEY SANDOVAL-BUSHUR:

2 Q. For DeKalb, did you confirm
3 with anyone from DeKalb that, in fact,
4 every single payment that the district
5 made to each select vendor should be
6 included in your damages calculation?

7 A. I had that discussion with
8 Byron Scheuneman, and I believe it's also
9 in the Monika Davis affidavit, that it's
10 on total costs.

11 Q. Did you confirm with anyone
12 from Harford that, in fact, every single
13 payment that the district made to each
14 select vendor should be included in your
15 damages calculations?

16 A. I don't have it in front of
17 me. But if you would put it in front of
18 me, I could confirm. I believe Harford,
19 in their interrogatory responses,
20 included the total cost as part of the
21 chart for the damages associated in that
22 particular case.

23 Q. Did you confirm with anyone
24 from Irvington that, in fact, every

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1 single payment that the district made to
2 each select vendor should be included in
3 your damages calculations?

4 A. I believe Irvington, just
5 like Harford, in its interrogatory
6 responses, list the quantum of the
7 damages and the percentage for each one
8 in the chart as part of the verified
9 interrogatory response.

10 Q. Did you confirm with anyone
11 from Tucson that, in fact, every single
12 payment that the district made to each
13 select vendor should be included in your
14 damages calculations?

15 A. Same answer for Tucson; I
16 believe their interrogatory response has
17 a chart that includes the total damages
18 and the percentage, yes, sir.

19 Q. And when we refer to select
20 vendors, you understand that we are
21 referring to the vendors that -- well,
22 what is your -- what is your -- let me
23 re-ask --

24 A. A better question.

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1 Q. -- my question.

2 Can you -- can you define
3 select vendors?

4 A. I define select vendors as I
5 have defined it in each and every one of
6 my reports, as a defined term in my
7 report.

8 Q. Okay.

9 ATTORNEY SANDOVAL-BUSHUR:
10 We can take a break.

11 VIDEO TECHNICIAN: Going off
12 video record, 2:23 p.m.

13 - - -

14 (Whereupon, a brief recess
15 was taken.)

16 - - -

17 VIDEO TECHNICIAN: Back on
18 video record, 2:41 p.m.

19 BY ATTORNEY SANDOVAL-BUSHUR:

20 Q. Mr. Meyers, I am marking
21 Tab 9 as Exhibit-7.

22 - - -

23 (Whereupon, Exhibit
24 Meyers-7, No Bates, Affidavit of

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1 Will Noble, was marked for
2 identification.)

3 - - -

4 BY ATTORNEY SANDOVAL-BUSHUR:

5 Q. This is the affidavit of
6 Will Noble, correct?

7 A. That appears to be correct,
8 yes, sir.

9 Q. And this is the second of
10 the two affidavits that you relied on for
11 allocation percentages for Breathitt,
12 correct?

13 A. That's correct.

14 Q. Along with the Phillip Watts
15 affidavit, correct?

16 A. That's fair.

17 Q. There actually is no
18 allocation percentage in the Will Noble
19 affidavit that you relied on; is that
20 right?

21 A. I believe that's correct,
22 yes, sir.

23 Q. Okay. You testified earlier
24 that for the allocation percentages for

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1 Breathitt you relied, in part, on the
2 Watts affidavit.

3 Do you recall that
4 testimony?

5 A. Yeah, that's correct.

6 Q. What is the other part of
7 what you relied on for the allocation
8 percentages for Breathitt?

9 A. It would have been these
10 two. It would have been in connection
11 with the Will Noble affidavit as well.

12 Q. So there is nothing aside
13 from the Phillip Watts affidavit,
14 Exhibit-6, and the Will Noble affidavit,
15 Exhibit-7, that you relied upon for your
16 Breathitt allocation percents, correct?

17 A. And discussions with Phillip
18 Watts that we talked about before. But
19 that's correct.

20 Q. So you're testifying now
21 that you relied additionally on
22 conversations with Phillip Watts?

23 A. No. It's on the two
24 affidavits. But I can't take out the

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1 fact that I had conversations with
2 Phillip Watts.

3 Q. Okay. But you did not
4 change any of the allocations percentages
5 that you used for Breathitt based on a
6 conversation with Phillip Watts, did you?

7 A. No, I would not have.

8 Q. You would have relied on
9 Mr. Watts' affidavit, correct?

10 A. I would have, yes.

11 Q. Okay. Did you communicate
12 in any way, whether by speaking in
13 person, by phone, corresponding by e-mail
14 or otherwise, with any employees or
15 people otherwise affiliated with
16 Charleston in forming your opinions?

17 A. Daniel Prentice.

18 Q. Did you speak with -- let me
19 ask it differently.

20 Did you communicate in any
21 way with any employees or people
22 otherwise affiliated with Charleston
23 other than Daniel Prentice?

24 A. Not that I recall, no, sir.

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1 Q. Mr. Prentice was or is the
2 CFO for Charleston, correct?

3 A. He is.

4 Q. Why did you communicate with
5 Mr. Prentice?

6 A. To receive additional
7 information related to the reconciliation
8 of certain costs for select vendors
9 included in the damage analysis for
10 Charleston.

11 Q. And what information did
12 Mr. Prentice provide you?

13 A. He provided me -- in
14 addition to the discussions we had about
15 the select vendors at that time, he
16 actually provided me an affidavit as
17 well, that's in the documents that I --
18 have been produced in this case,
19 confirming questions that I had for him
20 as sworn testimony.

21 Q. Are you relying on any
22 information that Mr. Prentice provided to
23 you for your opinions in this case that
24 is not contained in his affidavit?

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1 A. Can you give me a copy of
2 his affidavit, please?

3 Q. Yes. We can do that.

4 ATTORNEY SANDOVAL-BUSHUR:
5 I'm marking Tab 11 as Exhibit-8.

6 - - -

7 (Whereupon, Exhibit
8 Meyers-8, No Bates, Affidavit of
9 Daniel Prentice, was marked for
10 identification.)

11 - - -

12 THE WITNESS: Thank you.
13 BY ATTORNEY SANDOVAL-BUSHUR:

14 Q. This is the affidavit of
15 Daniel Prentice, correct?

16 A. That is correct, yes, sir.

17 Q. Okay. Are you relying on
18 any information that Mr. Prentice
19 provided to you for your opinions in this
20 case that is not contained in his
21 affidavit?

22 A. No, sir.

23 Q. How did you decide that you
24 should communicate with Mr. Prentice?

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1 A. So Charleston had a strange
2 accounting software. When you have a
3 general ledger, you can see both sides of
4 the entries.

5 Their form of a ledger was
6 provided, I believe it's Bates stamped,
7 it's called something a little different
8 than a general ledger. It was called a
9 monthly expenditure report. And then he
10 also provided a vendor expense ledger
11 report.

12 And on the vendor expense
13 ledger report, some of the information
14 showed whether there was a balance or not
15 a balance. And there was no way to
16 reconcile both sides of the entries.

17 So I needed to have a
18 conversation with him while I'm
19 reconciling both sides of the entries to
20 close the loop, if you will, to make sure
21 that all of these costs that are
22 identified are not just invoiced costs
23 but are actually from the ledger of
24 actual amounts paid.

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1 And so I had a conversation
2 with him. They did not have a system
3 that would go back and allow him to
4 provide the type of report I was asking
5 for.

6 And I said, well, please, I
7 need you, as the CFO, to prepare an
8 affidavit attesting that the schedule
9 you've given me does reflect the amounts
10 actually paid to those vendors, not any
11 amounts outstanding, not any amounts
12 invoiced but not paid, but actual checks
13 written and expenses incurred and paid as
14 represented on the dates in the
15 schedules. And he verified that orally.

16 I asked him if he would
17 follow up with an affidavit so I could
18 have it for my file. Because their
19 system did not allow or provide for them
20 to give additional ledger information
21 that would allow me to do the
22 reconciliation on my own.

23 Q. For districts other than
24 Charleston, you and your team at

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1 Asher-Meyers actually validated
2 yourselves that the vendor costs included
3 in your damages calculations were paid by
4 the districts, correct?

5 A. We were able to do, on the
6 face of the documents, the
7 reconciliation, without having to talk to
8 the CFO, from those general ledgers.

9 And in some cases, as we
10 talked about earlier, we would talk to
11 somebody like Stacy McKnight and say,
12 hey, do you have any additional invoices
13 that go with these costs?

14 And they oftentimes did, and
15 those have all been provided and are part
16 of my materials reviewed and considered.

17 Charleston did not have that
18 capability at the time.

19 Q. For Charleston, you and your
20 team at Asher-Meyers were not able to
21 yourselves validate that the vendor costs
22 included in your damages calculations
23 were actually paid by Charleston,
24 correct?

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1 A. I don't agree with that. I
2 think that part of a normal forensic
3 accounting, and even audit, part of an
4 audit process, would include taking the
5 representation of the person who is in
6 control of the ledger.

7 And in this case, he even
8 went so far as to -- and perhaps didn't
9 even need to, but at my request did --
10 prepare an affidavit to show me that what
11 the report showed was what it was.

12 Had I been able to be on
13 site for Charleston at some point in
14 time, maybe I could have confirmed it for
15 myself.

16 But this, to me, is as good
17 a gold standard as having reconciled it
18 myself.

19 All of the costs showed all
20 of the expenses. And it did have a
21 column for paid and unpaid. So we knew
22 which ones weren't paid. I just needed
23 him to further close the loop that this
24 was all of the expenditures that he had.

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1 And that's what he did.

2 So I -- I consider this to
3 be part of the forensic accounting
4 reconciliation process just as much as
5 anything else.

6 Q. For Charleston, you relied
7 on Mr. Prentice to validate that
8 Charleston actually paid the vendor costs
9 that were included in your damages
10 calculations for Charleston, correct?

11 A. For Charleston, I relied on
12 Mr. Prentice to confirm that the report
13 he had previously given me demonstrated
14 what I thought it demonstrated, that it
15 was costs actually paid.

16 It was an Excel spreadsheet.
17 It didn't have headers. It didn't have
18 all these other things. So I confirmed
19 that the report as it was represented
20 what it was.

21 Q. And aside from the
22 information provided to you by
23 Mr. Prentice, for Charleston you were not
24 able to confirm with Charleston's own

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1 documents that the vendor costs included
2 in your damages calculation were actually
3 paid --

4 A. That is --

5 ATTORNEY GRADEN: Objection.

6 THE WITNESS: Sorry.

7 BY ATTORNEY SANDOVAL-BUSHUR:

8 Q. -- by Charleston, correct?

9 A. That is incorrect.

10 There are multiple vendors
11 that fall -- fell into different buckets.

12 So some of the vendors were
13 sub-vendors. Because Charleston has an
14 expenditure report that they put forth
15 every month, publicly available, which is
16 part of my materials reviewed that I
17 pulled.

18 So there were costs that
19 were direct vendor pay costs that I was
20 able to actually go in. And you can see
21 them on here. If they do not say
22 Prentice affidavit as one of the
23 reference sources, then they were
24 reconciled; Committee for Children,

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1 Second Step, for instance, both the
2 expenditure report and was able to
3 reconcile it, all of those costs. Costs
4 related to -- so that's what it was.

5 So to the extent that some
6 of them were part of the spreadsheet
7 779236, Bates stamp, MR_CCSD_779236,
8 those were included as part of the
9 Prentice affidavit. But other of these
10 charges in here were reconciled without
11 the need.

12 The other thing that's
13 important to note, that in addition to
14 the Prentice affidavit, we also had the
15 expenditure reports that are publicly
16 available that also reconciled these
17 costs as well.

18 So this was an additional
19 check by me to get Mr. Prentice to
20 confirm that the Excel spreadsheet
21 without headers provided what I
22 understood it to provide.

23 Q. For Breathitt, DeKalb,
24 Harford, Irvington and Tucson, you did

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1 not receive an affidavit from the school
2 district confirming that the documents
3 that you relied on for your vendor costs
4 accurately reflected the districts'
5 vendor costs, correct?

6 A. That's correct.

7 And I just -- accurately
8 reflected is not the word; that the
9 report purports to be what the report is.

10 But the other ones, the
11 general ledgers on their face showed the
12 reconciliation. So I could look at both
13 sides of the entry.

14 But, no, I do not have any
15 other affidavits relating to financial
16 statements, other than in Charleston, for
17 the six bellwethers.

18 Q. How did -- in what format
19 did you communicate with Mr. Prentice?

20 A. A telephone conference.

21 Q. Did you take any notes or
22 otherwise record or memorialize your
23 communication with Mr. Prentice?

24 A. I did not. It was a very

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1 quick conversation.

2 Q. It was not part of your
3 assignment to determine what value, if
4 any, Charleston received in exchange for
5 paying any vendor, correct?

6 A. Could you ask it again,
7 please?

8 Q. It was not part of your
9 assignment to determine what value, if
10 any, Charleston received in exchange for
11 paying any vendor, correct?

12 A. That's correct.

13 Going back to the definition
14 of value that I had defined for Breathitt
15 for that same question. That was not
16 within my scope.

17 Q. For the allocation percents
18 you used for your Charleston damages
19 calculations, you relied on the affidavit
20 of Lisa Allison, correct?

21 A. I believe that's correct,
22 yes.

23 Q. If you want to take a look
24 at Exhibit-1B, Paragraphs 21 to 22.

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1 A. That's correct.

2 Q. For the allocation percents
3 you used for your Charleston damages
4 calculations, you did not rely on any
5 source other than the affidavit of Lisa
6 Allison, correct?

7 A. That's fair to say.

8 Q. You have not reviewed the
9 deposition testimony of Ms. Allison,
10 correct?

11 A. That's correct.

12 Q. Why not?

13 A. I had no need to review her
14 deposition testimony. I have her
15 affidavit, sworn as to what she's going
16 to attest to at trial. And I have
17 received no indication that that
18 affidavit has been amended in any way.

19 Q. If Ms. Allison provided any
20 testimony in a deposition that clarified
21 what she meant in her affidavit, you
22 would have no basis to disagree with what
23 Ms. Allison said in her testimony,
24 correct?

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1 ATTORNEY GRADEN: Objection.

2 THE WITNESS: You're asking
3 me to assume she made it or you're
4 hypothetically asking me if she
5 made it?

6 BY ATTORNEY SANDOVAL-BUSHUR:

7 Q. I'm asking you, if
8 Ms. Allison provided any testimony in a
9 deposition that clarified what she meant
10 in her affidavit, you would have no basis
11 to disagree with what Ms. Allison said in
12 her testimony, correct?

13 ATTORNEY GRADEN: Objection.

14 THE WITNESS: I would have
15 to take a look at it. To the
16 extent that she has amended her
17 testimony in her affidavit through
18 her testimony in a deposition, I
19 would have to see what weight it
20 gave, if any, to make changes to
21 my report, so.

22 BY ATTORNEY SANDOVAL-BUSHUR:

23 Q. So it's possible that you
24 would determine that you disagreed with

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1 what Ms. Allison said in her deposition
2 testimony and -- is that what you're
3 saying?

4 A. No. It's possible that it
5 would have no impact on my report is what
6 I'm saying.

7 Q. Okay. How did you determine
8 which vendors should be included in your
9 Charleston damages calculations?

10 A. Provided to me by the
11 persons most knowledgeable who will
12 testify at this trial related to select
13 vendors impacted as a result of the
14 alleged improper actions of the
15 defendants in this matter.

16 Q. And who specifically told
17 you which vendors should be included in
18 your Charleston damages calculations?

19 A. Those are found in the Lisa
20 Allison affidavit.

21 Q. Once you determined which
22 vendors should be included in your
23 Charleston damages calculation, how did
24 you determine which costs relating to

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1 each vendor should be included in your
2 damages calculation?

3 A. As we talked about before
4 for Breathitt, the entirety of the cost
5 for those select vendors has been
6 included before the application of the
7 allocation percentages.

8 And we -- I mentioned a
9 little bit before, and then we went back
10 to Breathitt, but Ms. Allison very
11 specifically says that the total cost
12 expenditures for those particular select
13 vendors.

14 Q. Mr. Prentice's affidavit,
15 Exhibit-8, does not cover the vendor
16 costs for one of the vendors that you
17 include in your Charleston damages
18 calculation, correct?

19 A. I think that's right. I
20 think that's Second Step.

21 That was the one I was
22 talking to you about just a moment ago
23 that we were able to look at the
24 expenditure report and then tie it back

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1 to additional reference materials.

2 Q. Who provided you with the
3 invoice data for the vendor Committee for
4 Children (Second Step)?

5 A. Well, I believe that the
6 expenditure reports is a defined term
7 that I put together, which was provided
8 in various Bates stamps.

9 If you go to materials
10 reviewed, which is Appendix D to my
11 report, it's Number 5, for 2014 through
12 2024. It was Bates stamped pages
13 MR_CCSD_749128 through MR_CCSD_777609,
14 plus discovery. I don't know when it had
15 closed, but there were additional
16 reports.

17 This is that monthly report
18 that I said goes out for all the charges
19 that Charleston has on a contemporaneous
20 basis that's published publicly on
21 their -- on the district's website.

22 So I was able to supplement
23 what had been produced in this case. And
24 going forward from May 2024 through April

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1 2025 at the website listed therein. And
2 then that information was then
3 coordinated with the additional reference
4 Bates stamps that are identified herein.

5 So that was information
6 directly related to what costs were
7 expended in those months.

8 Q. Did plaintiffs' attorneys
9 provide you with the Charleston trial
10 balance ledger reports that you relied on
11 for your damages calculations?

12 A. I think everything would
13 have been provided directly or indirectly
14 through counsel. And it's Bates stamped,
15 so yes.

16 Q. And similarly, did
17 plaintiffs' attorneys provide you with
18 the Charleston monthly expenditure
19 reports that you relied on for your
20 damages calculations?

21 A. They did, up through April
22 2024, as has been produced in discovery
23 in this matter.

24 Q. Were you granted complete

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1 access to all of Charleston's financial
2 records?

3 ATTORNEY GRADEN: Objection.

4 THE WITNESS: I don't know
5 what you mean by "complete
6 access."

7 BY ATTORNEY SANDOVAL-BUSHUR:

8 Q. Did you rely on Charleston's
9 attorneys to provide you with the set of
10 financial records that you used for your
11 damages calculations?

12 A. In part, but not in whole.

13 As you can see here on
14 Charleston, on Number 2, as we talked
15 about earlier in this deposition, I had
16 gone and pulled all the financial
17 statements from fiscal year ending 2016
18 through fiscal year ending 2024 from the
19 website.

20 These are all school
21 districts that all the information is
22 publicly available on these.
23 Charleston's budget reports, went and
24 pulled all of those.

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1 As I said, as discovery
2 continued to come in or was produced,
3 additional information was provided to me
4 with Bates stamps.

5 But all of the transparency
6 reports for the monthly expenditures, we
7 had initially gone in and downloaded all
8 of those off the website before we went
9 in and got the Bates-stamped version. So
10 everything comes from the website
11 originally.

12 I don't know the answer to
13 your question. I couldn't have gotten
14 more information. They gave all the
15 information that they had.
16 Unfortunately, the report that they had
17 just needed somebody to, you know, ask
18 the question to confirm that it was what
19 it purported to be. And it was.

20 Q. Can you please take a look
21 at Exhibit-5, which you already have, the
22 affidavit of Lisa Allison.

23 A. I have it.

24 Q. And this is the affidavit of

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1 Lisa Allison which you relied on for
2 allocation percents for your Charleston
3 damages calculations, correct?

4 A. That's correct.

5 Q. Ms. Allison's affidavit does
6 not mention Yondr, correct?

7 A. That's correct.

8 Q. You had no information from
9 Charleston informing you of what the
10 allocation percent should be for Yondr,
11 correct?

12 A. I think that's fair. It did
13 not come from Ms. Allison.

14 Q. You had no information from
15 Charleston informing you of how much of
16 its Yondr costs were attributable to
17 defendants' at-issue conduct, correct?

18 A. Ask it again, please.

19 Q. You had no information from
20 Charleston informing you of how much of
21 Charleston's Yondr costs were
22 attributable to defendants' at-issue
23 conduct, correct?

24 A. I don't know that that's the

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1 case. But it certainly is not in
2 Ms. Allison's affidavit.

3 I guess what I would ask for
4 is a copy of the initial disclosures and
5 the supplemental disclosures and the
6 answers to interrogatory set Number 3,
7 dated April 23rd, 2025.

8 Q. You -- you testified that
9 you relied exclusively on Ms. Allison's
10 affidavit for allocation percentages for
11 Charleston, correct?

12 A. I did.

13 Q. And that's what you say in
14 your report, correct?

15 A. It is.

16 And I'm asking you to
17 provide me a copy of the discovery,
18 because the Yondr pouches may have been
19 in there and this may be a typo in the
20 report, that it may have also come from
21 the interrogatory responses.

22 Q. Sitting here right now, do
23 you know what, if any, basis you had for
24 using a 100 percent allocation percentage

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1 for Yondr pouches for the Charleston
2 School District?

3 A. Sitting here right now,
4 without my materials reviewed in front of
5 me, and you not giving it to me as I'm
6 asking for them, I do not know.

7 ATTORNEY SANDOVAL-BUSHUR: I
8 am marking as Exhibit-9
9 Charleston's First Supplemental
10 Answers to Defendants'
11 Interrogatories to Charleston
12 County School District, Set 3,
13 dated April 23rd, 2025.

14 - - -

15 (Whereupon, Exhibit
16 Meyers-9, No Bates, Plaintiff's
17 First Supplemental Answers to
18 Defendants' Interrogatories to
19 Charleston County School District,
20 Set 3, was marked for
21 identification.)

22 - - -

23
24 TRIAL TECHNICIAN: Counsel,

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1 is there a tab number?

2 ATTORNEY SANDOVAL-BUSHUR:

3 Yes. It's Tab 16.

4 TRIAL TECHNICIAN: Thank
5 you.

6 BY ATTORNEY SANDOVAL-BUSHUR:

7 Q. Mr. Meyers --

8 A. Just one second, counsel.

9 Okay.

10 Q. Exhibit-9, Charleston's
11 First Supplemental Answers to Defendants'
12 Interrogatories to Charleston County
13 School District, Set 3, does not provide
14 an allocation percentage for Yondr
15 pouches, correct?

16 A. I disagree with you.

17 Q. Please identify to me where
18 the interrogatory response provides an
19 allocation percent for Yondr pouches?

20 A. It includes technology,
21 software, and then Yondr pouches as a
22 separate line item as part of the damages
23 that are being alleged.

24 Q. What is your basis for your

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1 statement that there -- can you point me
2 to where the text in Exhibit-9, the
3 interrogatory responses for Charleston,
4 that identifies a 100 percent allocation
5 percent for Yondr pouches?

6 A. I'm pointing you right now
7 to the actual fact that the only one that
8 has a single vendor of all the things was
9 Yondr pouches, and it was what I relied
10 upon at 100 percent.

11 And in my report, as I will
12 correct right now on the record, should
13 say -- Number 21, it should say, based on
14 the Allison affidavit and it should
15 include the updated interrogatory
16 responses.

17 That was inadvertently left
18 out by me. And that should be included
19 like it is on all the other reports on
20 Number 21 and 22.

21 Yondr pouches is included as
22 a single line item in -- separately from
23 all the technology and all the software.
24 So I've included it at 100 percent.

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1 Q. Sorry, Mr. Meyers, where are
2 you seeing Yondr pouches included as a
3 separate line item, separate from all the
4 technology and software?

5 A. In the category chart.
6 Are you looking at the same
7 chart as me?

8 Q. Yes.

9 A. Okay. Everything in the
10 category of damages are all categories of
11 buckets of things with the exception of
12 one, Yondr pouches.

13 Yondr pouches is the only
14 actual specific cost identified herein.
15 So the technology that's been included in
16 the Allison affidavit, she identified the
17 select vendors that went in, and those
18 select vendors, she put a percentage to.

19 This identifies Yondr
20 pouches at its full value, which is why
21 it's included at 100 percent.

22 Q. I'm sorry, Mr. Meyers, but
23 this says, Technology/software/Yondr
24 pouches.

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1 That -- we're looking at the
2 same thing, right?

3 A. We are.

4 We're looking at --

5 Q. And is it your --

6 A. -- technology, which is a
7 category of expenses; we're looking at
8 software, which is a category of
9 expenses; and we're looking at Yondr
10 pouches, which is a single vendor.

11 Q. So is it your -- you do not
12 know, in the interrogatory responses in
13 Exhibit-9, what percentage of Yondr pouch
14 costs are included in the approximate
15 damages amount, correct?

16 A. I do.

17 ATTORNEY GRADEN: Objection.

18 THE WITNESS: They have
19 included all of the expenditures
20 for those categories in all of
21 these.

22 Ms. Allison's affidavit
23 takes the select vendors that are
24 being included for technology and

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1 software, which is one of the
2 buckets, and further reduces those
3 by what's been caused by the
4 defendants in this matter.

5 BY ATTORNEY SANDOVAL-BUSHUR:

6 Q. So I'm having a hard time
7 understanding your testimony.

8 A. I think we're both having a
9 hard time understanding each other.

10 Q. Ms. Allison does not say
11 100 percent of Yondr costs are
12 attributable to social media or to
13 defendants' at-issue conduct, correct?

14 A. You and I can agree on that.

15 Q. Okay. Okay. Ms. Allison
16 does not say 100 percent of technology
17 costs are attributable to defendants
18 except for certain vendors that I have
19 specifically called out in my affidavit,
20 correct?

21 A. No. Ms. Anita Huggins,
22 superintendent of schools for Charleston
23 School District, who verified the answer
24 to Interrogatory Number 5, which is, For

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1 each category of damages you are seeking
2 explain them and itemize them, itemizes
3 Yondr pouches as their full cost.

4 I'm confused at the
5 confusion.

6 Q. Mr. Meyers, how much, in the
7 year -- 2023/2024 school year, did the
8 Charleston School District spend on
9 technology?

10 A. I would have -- that's not a
11 cost that I've reconciled.

12 Q. Mr. Meyers, in the -- for
13 the 2023/2024 school year, how much did
14 the Charleston School District spend on
15 software?

16 A. It's not a cost that I've
17 reconciled.

18 Q. So please explain to me how
19 you know that in the category
20 technology/software/Yondr pouches the
21 total amount of \$6,984,000 is inclusive
22 of all Yondr pouch costs?

23 A. That's my understanding of
24 what the interrogatory says.

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1 Q. And can you point me to any
2 text in the interrogatory that supports
3 that understanding?

4 A. I've just pointed you to the
5 chart and the verification that supports
6 that understanding.

7 Q. So is your. Your opinion or
8 your understanding, rather -- let me ask
9 that differently.

10 Your understanding is that
11 Charleston is asserting that -- in this
12 interrogatory response that 100 percent
13 of its technology costs, 100 percent of
14 its software costs and 100 percent of its
15 Yondr pouch costs are damages
16 attributable to defendants' at-issue
17 conduct?

18 ATTORNEY GRADEN: Objection.

19 THE WITNESS: That's what I
20 understand the interrogatory to
21 say.

22 And as I have been asked to
23 do was to identify the select
24 vendors for certain categories.

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1 And one of those vendors is Yondr
2 bag.

3 So of the \$6,984,000 of
4 costs in those buckets, Yondr
5 pouches, for that fiscal year,
6 appear to have totaled \$2,601.
7 And that's what's been included.

8 Now, I don't know and can't
9 tell you whether or not Charleston
10 is continuing to assert damages on
11 these other components that were
12 outside of the scope of what I'm
13 asking for. I don't know the
14 answer to that.

15 But what I can tell you is
16 when they have incurred all of the
17 Yondr pouch cost and included it
18 as a separate line item, where
19 everything else is a category of
20 information, and they have picked
21 a direct vendor, my understanding,
22 whether you like it or not, is
23 that that is 100 percent for the
24 Yondr pouches and is included in

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1 that cost.

2 So I have reconciled the
3 Yondr pouch costs and included
4 that as a damage at 100 percent.

5 BY ATTORNEY SANDOVAL-BUSHUR:

6 Q. You know that, in fact,
7 Charleston is not claiming 100 percent of
8 its technology and 100 percent of its
9 software costs as damages, correct?

10 ATTORNEY GRADEN: Objection.

11 THE WITNESS: I know as it
12 relates to the select vendors that
13 I have calculated damages for, as
14 a result of the superceding
15 affidavit of Lisa Allison, a month
16 after this was verified.

17 I have reduced at least
18 those technology costs to the
19 amounts identified herein. That I
20 can agree with you on.

21 So to the extent that these
22 technology costs for Panorama
23 Education are at 100 percent in
24 there, and they are now at

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1 20 percent, I do believe that that
2 supercedes that interrogatory
3 response as a result of the
4 affidavit.

5 But I do not read
6 Ms. Allison's affidavit to
7 be silent on Yondr pouches to mean
8 they're not making a claim on
9 Yondr pouches. They have a
10 verified affidavit -- affidavit or
11 interrogatory response where
12 they're making a claim for Yondr
13 pouches at no reduction, which is
14 what I've calculated here.

15 And, you know, I apologize.
16 And on the record, I will amend
17 the report to include the verified
18 interrogatories.

19 But that's what the basis of
20 it is from.

21 BY ATTORNEY SANDOVAL-BUSHUR:

22 Q. Did you consider the
23 possibility that Ms. Allison did not
24 include the Yondr pouches in her

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1 affidavit because she did not believe
2 that she had a basis for asserting any
3 damages relating to Yondr pouches?

4 A. Absolutely not. That's
5 actually quite contrary to what I
6 understand this case to be.

7 Because under your premise,
8 then Charleston has walked away from
9 teacher costs, which I know there's other
10 experts dealing with, property damage
11 costs, mental health costs. These are
12 all things that other experts are dealing
13 with.

14 So the absence of it in an
15 affidavit she provided is in no way
16 indicative of those costs being somehow
17 withdrawn as damages in this matter.
18 That's just simply incorrect.

19 Q. Other than the existence in
20 this interrogatory response of a category
21 titled, Technology/software/Yondr pouches
22 and corresponding dollar amounts for each
23 school year for 2016 through 2024, do you
24 have any other basis for using a

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1 100 percent allocation percent for Yondr
2 pouches for Charleston?

3 A. Not that I can recall
4 sitting here right now.

5 Q. Did you ask anyone at
6 Charleston if the Yondr -- let me ask my
7 question a little differently.

8 Did you consider asking
9 Ms. Allison why her affidavit did not
10 address Yondr pouches?

11 A. I did not, no, sir.

12 Q. Did you ask anyone at the --
13 from any of the plaintiffs' law firms if
14 they could get you information on what
15 the allocation percent was for Yondr?

16 A. It wouldn't -- ask the
17 question again --

18 ATTORNEY GRADEN: Objection.

19 THE WITNESS: -- please.

20 BY ATTORNEY SANDOVAL-BUSHUR:

21 Q. Did you ask any of the
22 plaintiffs' attorneys if they could
23 obtain from you information on what the
24 allocation percent should be for Yondr

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1 for the Charleston School District?

2 ATTORNEY GRADEN: Objection.

3 THE WITNESS: I don't recall
4 that I did or that I didn't.

5 What I do recall, as I'm
6 sitting here right now, is that
7 the schedule that was provided by
8 Daniel Prentice actually had a
9 specific tab for the costs related
10 to Yondr, which was one of the
11 things that I was asked to
12 reconcile.

13 BY ATTORNEY SANDOVAL-BUSHUR:

14 Q. Mr. Yondr's affidavit --

15 A. Mr. Yondr?

16 Q. Sorry.

17 Mr. Prentice's affidavit
18 included the full cost for all of the
19 vendors that were included in his
20 spreadsheet, correct?

21 A. That is not correct. There
22 were many costs that were associated in
23 that spreadsheet that are not included in
24 these damages.

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1 Q. Mr. Prentice did not purport
2 to provide an allocation percentage for
3 any vendor, correct?

4 ATTORNEY GRADEN: Objection.

5 THE WITNESS: He did not
6 purport to provide an allocation
7 percentage, but he did limit the
8 vendors to select vendors, which
9 happen to be some of the select
10 vendors that Ms. Allison included
11 and some that she did not, that I
12 did not include in my report.

13 But the Yondr pouches were
14 one that was already verified in
15 the interrogatory response and was
16 included in the report.

17 BY ATTORNEY SANDOVAL-BUSHUR:

18 Q. Just so the record is clear.
19 Did Mr. Prentice provide or
20 purport to provide any allocation
21 percentages for any vendor?

22 A. I do not believe that he
23 did, no, sir.

24 Q. And you're not relying on

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1 Mr. Prentice to provide any allocation
2 percentages in this matter, correct?

3 A. I don't know that he's going
4 to provide allocation percentages or not.
5 I don't know who is going to verify the
6 interrogatory responses related to Yondr
7 pouches. It may be him. I don't know.

8 Q. Sitting here today --

9 A. Sitting here today --

10 Q. -- you are not relying on --
11 can I -- just so the record is clear.

12 A. Please.

13 Q. Sitting here today, you're
14 not relying on Mr. Prentice for any
15 allocation percentages, correct?

16 A. That's fair.

17 Q. Turning to DeKalb.

18 Did you communicate in any
19 way with any employees or people
20 otherwise affiliated with DeKalb?

21 A. I had a meeting with Byron
22 Scheuneman.

23 Q. Did you communicate in any
24 way, whether by person -- in person, by

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1 telephone, corresponding by e-mail or
2 otherwise, with any employees or people
3 otherwise affiliated with DeKalb other
4 than Byron Scheuneman?

5 A. Just to be complete in the
6 answer, only the people that I may have
7 introduced myself to when I was at
8 DeKalb's site when I went and met with
9 Mr. Scheuneman personally.

10 Q. You met with Mr. Scheuneman
11 in person?

12 A. I did.

13 Q. Is that the only way in
14 which you communicated with
15 Mr. Scheuneman was in person?

16 A. I don't -- we may have had a
17 phone call before, but -- no, I think
18 that was the only time we had actually
19 met was in person.

20 Q. Why did you meet with
21 Mr. Scheuneman in person?

22 A. To help get additional
23 information out of his general ledger
24 system, which was pretty complex.

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1 DeKalb's system is unique
2 insofar as they not only run their own
3 school district, but they also run their
4 own all district; they run their own
5 police force, they run all these
6 different things.

7 So they have this
8 proprietary software. And when I kept
9 requesting information, he said, it would
10 be a whole lot easier if you came and sat
11 in the conference room and told me
12 exactly what you need out of this because
13 it would be quicker for my people and for
14 me to get it for you.

15 So I was able to get on site
16 and meet with him. And after a very
17 short period of time, he realized exactly
18 what it is I was looking for and was able
19 to provide it without further incident.

20 Q. So have you described all of
21 the information that Mr. Scheuneman
22 provided?

23 A. It's all in the materials
24 reviewed. All of it has been produced in

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1 discovery and Bates stamped, I believe,
2 yes, sir.

3 Q. Other than the documents
4 that Mr. Scheuneman provided to you, are
5 you relying on any of the oral
6 communication that you had with
7 Mr. Scheuneman for purposes of your
8 opinions in this case?

9 A. No, that's fair.

10 But, again, just to clarify
11 the record, Mr. Scheuneman didn't provide
12 anything to me. I met with him, he
13 understood what he needed to provide. He
14 provided it to counsel, and counsel got
15 it to me at my request.

16 Q. How did you decide that you
17 should communicate with Mr. Scheuneman?

18 A. I had requested the general
19 ledgers. And I was told it would be much
20 more easy to get on site and ask for
21 those in person so that we didn't go run
22 20,000 pages of reports that weren't
23 exactly what you wanted.

24 Q. Did you take any notes or

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1 otherwise record or memorialize your
2 communications with Mr. Scheuneman?

3 A. I did not, no, sir.

4 Q. And you are not relying on
5 Mr. Scheuneman for any of the allocation
6 percent information for DeKalb, correct?

7 A. That's fair. I -- well, I
8 don't know -- I think that's fair to say,
9 yes.

10 Q. Okay. It was not part of
11 your assignment to determine what value,
12 if any, DeKalb received in exchange for
13 paying any vendor, correct?

14 A. That's correct.

15 Q. For the allocation percents
16 you use for your DeKalb damages
17 calculations, you relied on the affidavit
18 of Monika Davis, correct?

19 A. I believe that's correct.

20 Q. For the allocation percents
21 you used for your DeKalb damages
22 calculations, you did not rely on any
23 source other than the affidavit of Monika
24 Davis, correct?

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1 A. I believe that's correct. I
2 don't have a copy of Ms. Davis's
3 affidavit in front of me.

4 Q. Do you know whether
5 Ms. Davis has ever testified about how
6 she prepared her affidavit?

7 A. I don't know. Subsequent to
8 the issuance of my report, I received a
9 copy of Ms. Davis's deposition. But that
10 was -- that predated -- and the exhibits
11 thereto, but that predated the affidavit.

12 So anything that she would
13 have said in that would have been
14 superceded by the affidavit at that point
15 in time.

16 ATTORNEY SANDOVAL-BUSHUR: I
17 am going to mark as Exhibit-10 the
18 affidavit of Monika Davis. This
19 is Tab 17.

20 - - -

21 (Whereupon, Exhibit
22 Meyers-10, No Bates, Affidavit of
23 Monika Davis, was marked for
24 identification.)

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1 - - -

2 BY ATTORNEY SANDOVAL-BUSHUR:

3 Q. Mr. Meyers, Exhibit-10 is
4 the affidavit of Monika Davis that you
5 relied upon for the allocation
6 percentages for the DeKalb case, correct?

7 A. I believe that's correct.

8 Q. You rely on Ms. Davis's
9 affidavit for the percentages of -- or
10 the allocation percent for costs relating
11 to Lightspeed, correct?

12 A. That's correct.

13 Q. And if you look at Page
14 15 -- I'm sorry, not Page 15, Paragraph
15 15. Apologies.

16 If you look at Paragraph 15,
17 Ms. Allison says that 30 percent of
18 Lightspeed costs are related to the
19 district's attempts to block and/or limit
20 social media, correct?

21 A. I see that, yes, sir.

22 Q. Ms. Davis does not provide,
23 in her affidavit, a definition of social
24 media, correct?

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1 A. I do not see a definition
2 for social media in the traditional
3 sense, other than my understanding of
4 this affidavit, which we've talked about
5 before.

6 Q. Okay. And Ms. Davis does
7 not, in her affidavit, refer to
8 defendants, correct?

9 ATTORNEY GRADEN: Objection.

10 THE WITNESS: I do not see a
11 reference to Facebook, Instagram,
12 Snapchat, TikTok or YouTube.

13 But I do believe when she
14 refers to social media, she is
15 absolutely referring to defendants
16 in this particular matter.

17 BY ATTORNEY SANDOVAL-BUSHUR:

18 Q. And you also do not see in
19 her affidavit a reference to the word
20 "defendants," correct?

21 A. I do not think I see the
22 word "defendants" in here. I did not
23 read it.

24 Q. And you cannot point me to

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1 any language in the affidavit of Monika
2 Davis, Exhibit-10, stating that when she
3 refers to social media that is limited to
4 the defendants' at-issue conduct,
5 correct?

6 A. I don't see a definition, if
7 that's what you're asking for.

8 But I've given you what my
9 understanding of her acknowledgment of
10 social media refers to in this particular
11 case.

12 Q. You've never spoken to
13 Monika Davis, correct?

14 A. I don't believe so, no, sir.

15 Q. And you've never
16 communicated in any way with Monika
17 Davis?

18 A. Not that I'm aware of.

19 Q. How did you determine which
20 vendors should be included in your DeKalb
21 damages calculations?

22 A. They were from two different
23 things. One was the affidavit of Monika
24 Davis. The second for select vendors was

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1 in connection with the deposition and
2 attachments thereto of Mr. Scheuneman,
3 which I believe are also part of the
4 interrogatory responses, wherein he
5 identified select vendors at that point
6 in time.

7 Q. Once you determined which
8 vendors should be included in your DeKalb
9 damages calculation, how did you
10 determine which costs relating to each
11 vendor should be included in your damages
12 calculation?

13 A. Part of that would have been
14 through the Scheuneman deposition.
15 Expense -- I think there were only two or
16 three costs for this. One was Lightspeed
17 and the other two were the Yondr and the
18 cell phone locker; so the pouches and the
19 lockers, which came directly out of
20 Scheuneman and, I believe, was part of an
21 interrogatory response as well at
22 100 percent.

23 So a total of the cost -- I
24 believe this was a trial in just a

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1 portion of the school for which they were
2 doing the Yondr pouches which is included
3 herein.

4 Q. You assumed that if a vendor
5 was identified by DeKalb as a select
6 vendor, then every single payment that
7 DeKalb made to that vendor should be
8 included in your damages calculations,
9 correct?

10 A. Only on the ones that's
11 included. There were other select
12 vendors that Mr. Scheuneman had that were
13 no longer included in my report, either
14 as a result of the forensic accounting or
15 because they weren't considered to be
16 included for the purposes of damages as
17 it relates to the alleged improper
18 actions of the defendants.

19 Q. Were there some vendors who
20 Mr. Scheuneman identified as a select
21 vendor for DeKalb that, in the process of
22 your forensic accounting, you determined
23 should not be part of the damages
24 calculation?

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1 A. If you have a copy --

2 ATTORNEY GRADEN: Objection.

3 THE WITNESS: If you have a
4 copy of the exhibit, that would
5 help me refresh my recollection.

6 The answer is I believe that
7 there were a couple that were not
8 included. And as I sit here right
9 now, I can't recall, certainly
10 without seeing their names,
11 whether it was that I couldn't
12 reconcile the costs in a way that
13 was satisfactory to me or if no
14 one was going to attest that those
15 were continuing to be claimed as
16 losses as a result of the alleged
17 improper actions of the
18 defendants.

19 BY ATTORNEY SANDOVAL-BUSHUR:

20 Q. Did you confirm with anyone
21 from DeKalb that every payment that the
22 district made to each individual vendor
23 should be included in your damages
24 calculations?

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1 ATTORNEY GRADEN: Objection.

2 THE WITNESS: Could you ask
3 again?

4 BY ATTORNEY SANDOVAL-BUSHUR:

5 Q. Did you confirm with anyone
6 from DeKalb that every payment that the
7 district made to each select vendor
8 should be included in your damages
9 calculations?

10 A. I don't know who, at the end
11 of the day, confirmed. I know that
12 originally the list of select vendors was
13 longer than this. And this is the only
14 ones that DeKalb is setting forth as
15 damages, from these particular select
16 vendors, through my report.

17 Q. Did you confirm with anyone
18 from DeKalb that this set of invoices
19 that you used for any of the select
20 vendors was the right set of invoices to
21 use for your damages calculation?

22 A. Oh, no, definitely the
23 invoices that were used were confirmed.
24 I got all of that information directly

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1 from the CFO.

2 So the costs as actually
3 incurred are absolutely reconciled
4 therein.

5 Q. What do you mean when you
6 say that "the invoices that you used were
7 confirmed. I got all that information
8 directly from the CFO"?

9 A. Sure. So we're talking
10 about three vendors here. So for Yondr,
11 I had the invoice, I had the check number
12 and I had a reference, which I would have
13 to go look up, too, which I think is a
14 purchase order.

15 For the cell phone lockers,
16 we had a PO and a proof of evidence of
17 purchase.

18 And for the Lightspeed, we
19 had the invoice, we had the PO and we had
20 the evidence of the payment in the
21 ledger.

22 So I was able to confirm all
23 the costs for those particular select
24 vendors.

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1 Q. If you'd turn back to
2 Exhibit-10, the affidavit of Monika
3 Davis, and turn to Paragraph 7 on the
4 first page.

5 You see that Ms. Davis says,
6 DeKalb County School District uses the
7 Lightspeed system to filter content on
8 its network and district-issued laptops.

9 Do you see that?

10 A. I do.

11 Q. You have no reason to
12 disagree with Ms. Davis that DeKalb
13 County School District uses the
14 Lightspeed system to filter content on
15 its network and district-issued laptops,
16 correct?

17 A. I have no reason to suggest
18 that what she's saying is incorrect, no,
19 sir.

20 Q. And we talked a little bit
21 earlier, but if you turn to Paragraph 15,
22 do you see that in Paragraph 15 Ms. Davis
23 says, 30 percent of Lightspeed costs are
24 related to the district's attempts to

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1 block and/or limit social media?

2 A. I definitely do.

3 Q. You do not know how
4 Ms. Davis came to that 30 percent number,
5 correct?

6 A. I do not know how she came
7 to the 30 percent number.

8 But when she's -- it goes
9 back to Paragraph 7, she also says in the
10 following sentence that you read on the
11 record, This system blocks access to
12 social media platforms on the networks
13 and servers.

14 So it speaks to Lightspeed,
15 which does a lot of things. She has
16 limited Lightspeed to 30 percent related
17 to the alleged improper actions of the
18 defendants.

19 This supercedes the original
20 testimony of Mr. Scheuneman that had it
21 at 100 percent. So in this particular
22 case, Ms. Davis, who is the person who is
23 going to be most knowledgeable and
24 testify as it relates to Lightspeed and

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1 has provided an affidavit, has stated
2 that it's not 100 percent of Lightspeed
3 that should be included as a result of
4 the alleged improper actions of the
5 defendants in this matter, but only 30
6 percent relating to the alleged improper
7 actions of the defendants in this matter.

8 Q. Which vendor cost is
9 Mr. Scheuneman the person most
10 knowledgeable about?

11 A. Vendor cost?

12 Q. Uh-huh.

13 A. I don't know the answer to
14 that. You'd have to ask Mr. Scheuneman.
15 I don't know what he's going to give
16 testimony in at the trial.

17 Q. You believe that Ms. Davis
18 is more knowledgeable about the
19 Lightspeed vendor costs than
20 Mr. Scheuneman, correct?

21 A. I'm not going to say one of
22 them is more knowledgeable than anything.
23 One of them is the CFO and one of them is
24 the CIO, the chief information officer.

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1 And I would think that
2 Ms. Davis is absolutely in a position to
3 say that only 30 percent of the
4 Lightspeed costs are attributable -- the
5 damages are only 30 percent of the
6 Lightspeed costs attributable to the
7 damages.

8 Q. Okay.

9 A. I certainly used the lower
10 of the two percentages.

11 Q. Your damages estimate for
12 DeKalb includes costs relating to Yondr,
13 correct?

14 A. As we just talked about,
15 yes, sir.

16 Q. Ms. Davis's affidavit does
17 not mention Yondr, correct?

18 A. That is correct.

19 Q. In calculating damages for
20 DeKalb, you did not rely on information
21 from DeKalb informing you of what the
22 allocation percent should be for Yondr,
23 correct?

24 ATTORNEY GRADEN: Objection.

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1 THE WITNESS: I think I just
2 testified that that information is
3 in their interrogatory responses.

4 And part of the sworn
5 testimony of Byron Scheuneman and
6 attached to his deposition related
7 to 100 percent for the Yondr pouch
8 and the cell phone lockers.

9 BY ATTORNEY SANDOVAL-BUSHUR:

10 Q. Okay. So is that another
11 omitted citation in your report that you
12 believe needs to be corrected?

13 A. Let's take a look.

14 I think that's fair.
15 Because that's where that number comes
16 from, is the Scheuneman affidavit, where
17 he has a schedule of select vendors as
18 well as, I believe, there's an amended
19 interrogatory response as well on
20 March 24, 2025.

21 But I don't have a copy of
22 that in front of me.

23 Q. You received the Monika
24 Davis -- well, the Monika Davis

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1 affidavit, Exhibit-10, is dated May 16th,
2 2025, correct?

3 A. It is, yes.

4 Q. And your report for DeKalb
5 is dated May 19th, 2025, correct?

6 A. That's correct, yes, sir.

7 Q. You received it only three
8 days, at most, before you finalized your
9 DeKalb report, correct?

10 A. I think that's right, yes,
11 sir.

12 Q. Were you anticipating, in
13 drafting your DeKalb report, that you
14 were going to receive from Ms. Davis an
15 affidavit that would provide an
16 allocation percent for Yondr?

17 A. I do not believe that I was
18 waiting on anything from anybody.

19 At this point in time, we
20 had determined the select vendors and we
21 were including at 100 percent Lightspeed,
22 Yondr pouches and cell phone lockers,
23 based on Mr. Scheuneman.

24 And then Ms. Davis, who has

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1 been identified as a person who is most
2 knowledgeable about the impact of the
3 alleged improper damages of the
4 defendants, as it relates to Lightspeed,
5 has prepared an affidavit saying that
6 it's not 100 percent and it should only
7 be 30 percent, which certainly gave me
8 the consideration which I gave it, to
9 reduce that percentage from 100 percent
10 to 30 percent on the eve of the issuance
11 of this report.

12 Q. Okay.

13 ATTORNEY SANDOVAL-BUSHUR:
14 Let's take a look at Tab 20, which
15 we will mark as Exhibit-11.

16 - - -

17 (Whereupon, Exhibit
18 Meyers-11, No Bates, Plaintiff's
19 Amended Objections and Responses
20 to Defendants' Interrogatories to
21 DeKalb County School District, Set
22 3, was marked for identification.)

23 - - -

24 ATTORNEY GRADEN: Just note

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1 we're at about an hour.

2 BY ATTORNEY SANDOVAL-BUSHUR:

3 Q. Exhibit-11 is DeKalb's
4 Amended Objections and Responses to
5 Defendants' Interrogatories to DeKalb
6 County School District, Set 3, correct?

7 A. Yes, sir.

8 Q. And I believe you testified
9 that there is information in this
10 interrogatory response that you may have
11 relied on in connection with the decision
12 to use a 100 percent allocation percent
13 for Yondr; is that correct?

14 A. And the initial decision to
15 use 100 percent for the Lightspeed
16 filters, yes, sir.

17 Q. Okay.

18 A. In connection with both of
19 them.

20 Q. And can you point me to what
21 language in the --

22 A. Sure. It's Page 6.

23 Q. Sorry. Can I just -- so we
24 have a clean record, I just want to

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1 ask -- finish asking the question.

2 A. My apologies.

3 Q. Can you point me to what
4 language in Exhibit-11, DeKalb's
5 interrogatory responses, you are relying
6 on for the use of 100 percent allocation
7 percent for Yondr?

8 A. Sure. It's the last
9 paragraph on the bottom of Page 6, in
10 connection with the rest of the answer
11 where it goes through how they reached
12 the numbers, as detailed on Exhibit-2 to
13 Byron Scheuneman's deposition, which is
14 incorporated herein but not attached to
15 what you handed me -- maybe it is
16 attached to what you handed me.

17 I don't want to speak too
18 soon.

19 It is not attached to what
20 you handed me, even though it's
21 incorporated herein as part of the
22 interrogatory response.

23 But on the bottom of Page 6,
24 it says, For student services, DeKalb

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1 identified three categories of cost to
2 date, cell phone lockers, Yondr pouches
3 and safe rooms. As to cell phone
4 lockers, they have expended \$35,000 --

5 (Reporter clarification.)

6 THE WITNESS: As to cell
7 phone lockers, DeKalb has expended
8 \$35,000 to date purchasing and
9 implementing these products in
10 approximately eight school
11 campuses. As to Yondr pouches,
12 DeKalb has expended \$390,000 to
13 date purchasing and implementing
14 these products in approximately
15 ten school campuses.

16 BY ATTORNEY SANDOVAL-BUSHUR:

17 Q. As you noted, the
18 interrogatory response from DeKalb refers
19 to and incorporates the deposition
20 testimony of Byron Scheuneman and
21 Exhibit-2 to Mr. Scheuneman's deposition,
22 correct?

23 A. It does, yes, sir.

24 Q. And you are relying, in

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1 part, on Mr. Scheuneman's testimony in
2 Exhibit-2 to his deposition for the
3 100 percent allocation to Yondr?

4 A. Well, in addition to the
5 interrogatory response for which it's
6 made a part thereof.

7 ATTORNEY SANDOVAL-BUSHUR:

8 Let's mark Tab 21 as Exhibit-12.

9 - - -

10 (Whereupon, Exhibit
11 Meyers-12, No Bates, Cost
12 Estimates, was marked for
13 identification.)

14 - - -

15 BY ATTORNEY SANDOVAL-BUSHUR:

16 Q. Mr. Meyers, do you recognize
17 Exhibit-12 as Exhibit-2 to
18 Mr. Scheuneman's deposition?

19 A. I very much do, yes, sir.

20 Q. Okay. And you see that in
21 the table labeled, Hard Costs -- do you
22 see that table?

23 A. I do, yes, sir.

24 Q. You see the fourth line down

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1 states, Student services, cell phone
2 locker, correct?

3 A. Yes, sir.

4 Q. And you see that there is a
5 100 percent weight assigned to student
6 services, cell phone locker, correct?

7 A. I do, yes, sir.

8 Q. And do you also see that
9 there is a line titled, Student Services,
10 Yondr Pouches?

11 A. Yes, sir, I do.

12 Q. And there is a 100 percent
13 weight assigned to Yondr pouches?

14 A. Yes, sir, there is.

15 Q. Do you know what
16 Mr. Scheuneman testified was the basis
17 for that 100 percent weight for cell
18 phone lockers and Yondr pouches?

19 A. As I sit here right now, I
20 don't recall. His deposition was
21 certainly one I had read in advance of
22 the issuance, because his Exhibit-2
23 became the subject of an interrogatory
24 response.

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1 It even says, at the bottom,
2 that in accordance with Rule 26, they
3 effectively supplemented their discovery
4 with this exhibit as to his testimony.

5 Q. And you understand that
6 Mr. Scheuneman was testifying as DeKalb's
7 corporate representative, correct?

8 ATTORNEY GRADEN: Objection.

9 THE WITNESS: I don't --

10 BY ATTORNEY SANDOVAL-BUSHUR:

11 Q. If you want to take a look
12 back at the interrogatory responses for
13 DeKalb, Exhibit-11, and look at Page 4.

14 Do you see that it refers to
15 the deposition testimony of DeKalb
16 30(b)(6) witness Byron Scheuneman and
17 Exhibit-2 as introduced in the DeKalb
18 30(b)(6) deposition of Mr. Scheuneman?

19 A. Then, yes, I would agree
20 with you he was testifying in this
21 capacity as corporate rep.

22 ATTORNEY SANDOVAL-BUSHUR:

23 Let's take a look at Tab 22, which
24 we will mark as Exhibit-13.

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- - -
(Whereupon, Exhibit
Meyers-13, No Bates,
Video-Recorded Rule 30(b)(6)
Deposition of DeKalb County School
District By Byron Schueneman, was
marked for identification.)
- - -

BY ATTORNEY SANDOVAL-BUSHUR:

Q. And, Mr. Meyers, this is the
30(b)(6) deposition of Mr. Scheuneman,
correct?

A. It appears to be.

Q. Have you ever seen this
before today?

A. I have seen the deposition
of Mr. Scheuneman. I have read, reviewed
and considered it as material reviewed
dated March 11th, 2025.

So if you're purporting to
tell me this is the same one, because I
didn't bring a copy of that, then that's
what this is.

Q. If you could please turn to

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1 Page 53 of the transcript.

2 A. Sure.

3 Q. And I really should say
4 Page 52, starting at Line 24.

5 Do you see the question:
6 Okay. Now, each of the hard cost items,
7 with the exception of the first line on
8 this bottom chart, are weighted at
9 100 percent?

10 A. I do see that.

11 Q. And do you understand that
12 that is referring to the hard cost items
13 from Exhibit-2 to Mr. Scheuneman's
14 deposition which we were just looking at?

15 A. That's what it appears to
16 be, yes, sir.

17 Q. Okay. And do you see that
18 Mr. Scheuneman was asked if that
19 indicates that the 100 percent weight --
20 let me start the question over.

21 Do you see that
22 Mr. Scheuneman was asked if the
23 100 percent weight indicated that DeKalb
24 is attributing 100 percent of each of the

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1 costs to social media?

2 A. I see the question on Line 3
3 and the answer on Line 6.

4 Q. And Mr. Scheuneman said:
5 That's correct.

6 A. That is what he says.

7 Q. Do you see, then, that
8 Mr. Scheuneman was asked: Other than
9 DeKalb's lawyers, are you aware of
10 anybody who decided to assign 100 percent
11 to those categories?

12 A. I see the question.

13 Q. And do you see that
14 Mr. Scheuneman's answer was: No, sir?

15 ATTORNEY GRADEN: Objection.
16 There's an objection on the record
17 in this transcript that you
18 skipped over.

19 THE WITNESS: I do see his
20 answer, yes, sir.

21 BY ATTORNEY SANDOVAL-BUSHUR:

22 Q. Okay. Do you have any
23 reason to doubt Mr. Scheuneman's
24 testimony that the 100 percent weight for

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1 the hard costs in his Exhibit-2,
2 including the Yondr pouches and cell
3 phone lockers, was a weight that was
4 assigned by DeKalb's lawyers?

5 ATTORNEY GRADEN: Objection.

6 THE WITNESS: I don't know
7 the context of his answer here.

8 What I can tell you is that
9 when you look at the verified
10 interrogatories, which are
11 directly in response to the
12 question at issue about damages in
13 this case, as amended -- they are
14 amended subsequent to the date of
15 this deposition on March 24th and
16 they're verified by Kishia Towns,
17 who is the chief of Wrap Around
18 Services for DeKalb.

19 My understanding is that
20 this verified interrogatory
21 identifies that these costs are
22 going to be put forth at trial by
23 somebody most knowledgeable to
24 identify that these costs were

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1 incurred as a direct result of the
2 alleged improper actions of
3 defendants.

4 BY ATTORNEY SANDOVAL-BUSHUR:

5 Q. If the 100 percent
6 allocation percent for cell phone lockers
7 and Yondr pouches for DeKalb was a
8 percent that was assigned by DeKalb's
9 lawyers, would that affect your opinion
10 that a 100 percent allocation for Yondr
11 pouches is appropriate in your damages
12 calculation?

13 ATTORNEY GRADEN: Objection.

14 THE WITNESS: It absolutely
15 would not. I'm not aware of any
16 of DeKalb's lawyers who are going
17 to get on the stand and testify
18 under oath as to damages.

19 And this verified
20 interrogatory not only adds up at,
21 100 percent, the Yondr pouches and
22 the cell phone lockers on a date
23 later than this deposition but
24 incorporates the exhibit from the

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1 deposition as the proof of the
2 testimony that's going to be given
3 at trial for the damages as it
4 relates to the alleged improper
5 actions of the defendants.

6 If anything, this confirms
7 that, regardless of where
8 Mr. Scheuneman believed it came
9 from, that 100 percent is what's
10 going to be represented at trial.

11 And I've seen no document
12 that supercedes or amends that
13 those would be at 100 percent by
14 the witnesses most knowledgeable.

15 BY ATTORNEY SANDOVAL-BUSHUR:

16 Q. Are you aware of any factual
17 basis for DeKalb for a 100 percent
18 allocation percent for Yondr pouches and
19 cell phone lockers, other than the
20 testimony of Mr. Scheuneman?

21 ATTORNEY GRADEN: Objection.

22 THE WITNESS: I don't -- I'm
23 not here to give any factual
24 opinions. I'm giving expert

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1 opinions and relying on the sworn
2 testimony of the persons most
3 knowledgeable to give those
4 opinions as to what percentage of
5 all the select vendor costs are
6 attributable to damages as a
7 result of the alleged improper
8 actions of the defendants.

9 ATTORNEY SANDOVAL-BUSHUR:

10 We can take a break.

11 VIDEO TECHNICIAN: Going off
12 video record, 3:51 p.m.

13 - - -

14 (Whereupon, a brief recess
15 was taken.)

16 - - -

17 VIDEO TECHNICIAN: Back on
18 video record, 4:05 p.m.

19 BY ATTORNEY SANDOVAL-BUSHUR:

20 Q. Mr. Meyers, did you
21 communicate in any way with any employees
22 or people otherwise affiliated with
23 Harford in forming your opinions?

24 A. I had a conversation with

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1 Deborah Judd.

2 Q. Who is Deborah Judd?

3 A. She's Harford's assistant
4 superintendent for business services.

5 Q. Why did you communicate with
6 Ms. Judd?

7 A. It was in connection with
8 confirming the cost on Skyline Network
9 and CDW-Government, Inc., the two vendors
10 that are included in the damages
11 calculation for Harford as a result of
12 the alleged improper actions of the
13 defendants in this matter.

14 Q. What information did
15 Ms. Judd provide you?

16 A. As I sit here right now, I
17 can't recall if it was Number 3 on the
18 materials reviewed, the expenditure
19 detail activity report, or if it was the
20 spending freeze data collection report.

21 I can't recall which of
22 those that it was.

23 Q. How did you decide that you
24 should communicate with Ms. Judd?

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1 A. Well, based on the vendors
2 that wanted to be included. I had one
3 side of the transaction but needed the
4 other side of the transaction, which I
5 was able to get in communications by
6 asking for it directly, just to be very
7 clear what I needed.

8 I believe that conversation
9 was pretty close, if I remember, to the
10 expert report deadline.

11 Yeah. May 14th. So I was
12 trying to get that additional
13 information, which I received.

14 Q. What form did your
15 communication with Ms. Judd take?

16 A. I think it was just a
17 telephone call.

18 Q. Did you communicate in any
19 way with any employees or people
20 otherwise affiliated with Harford other
21 than Ms. Judd?

22 A. Not that I recall as I sit
23 here right now.

24 Q. Did you take any notes or

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1 otherwise record or memorialize your
2 communication with Ms. Judd?

3 A. I did not, no, sir.

4 Q. It was not part of your
5 assignment to determine what value, if
6 any, Harford received in exchange for
7 paying any vendor, correct?

8 A. That's fair, subject to the
9 same qualifications I previously gave you
10 regarding that answer.

11 Q. For the allocation percents
12 you used for your Harford damages
13 calculations, you relied on Harford's
14 Amended Objections and Responses to
15 Defendants' Interrogatories, Set 3, dated
16 April 14th, 2025, correct?

17 A. That's correct, yes, sir.

18 Q. For the allocation percents
19 you used for your Harford damages
20 calculations, you did not rely on any
21 source other than Harford's Amended
22 Objections and Responses to Defendants'
23 Interrogatories, Set 3, dated April 14th,
24 2025, correct?

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1 A. Could you either ask it
2 again or confirm that you said allocation
3 percents in that question?

4 Q. I did say allocation
5 percents.

6 A. Then that is correct.

7 Q. You do not know how Harford
8 arrived at the allocation percents that
9 you relied on from the Harford
10 interrogatory responses, correct?

11 A. That's fair. I had no
12 involvement in the drafting of their
13 interrogatory responses or what went into
14 the determination to answer them the way
15 that they had.

16 Q. How did you determine which
17 vendors should be included in your
18 Harford damages calculation?

19 A. I believe those vendors were
20 identified in the interrogatory
21 responses, and those were the ones that
22 specifically related to the work that I
23 was doing relating to the past hard cost
24 damages for select vendors during the

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1 damage period in this matter.

2 Q. So for Harford, you
3 calculate damages relating to the vendors
4 Skyline Network, or Palo Alto,
5 CDW-Government, Inc., or Cisco umbrella,
6 correct?

7 A. That's correct, yes, sir.

8 Q. And it's your belief that
9 the vendor Skyline Networks, or Palo
10 Alto, and CDW-Government, Inc., or Cisco
11 umbrella, are identified in the Harford
12 interrogatory responses?

13 A. I don't have a copy in front
14 of me. But that was the basis for the
15 allocation percentages.

16 Q. Once you determined which
17 vendors should be included in your
18 Harford damages calculation, how did you
19 determine which costs relating to each
20 vendor should be included in your damages
21 calculation?

22 A. Based on the materials
23 reviewed, we knew both of these were for
24 direct costs.

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1 So for the Palo Alto, it was
2 two years of Palo Alto costs through
3 another third-party vendor called Skyline
4 Networks.

5 As you may or may not know,
6 CDW-Government Inc. is a big vendor that
7 sells a lot of stuff. So we had to make
8 sure on those invoices and those costs
9 that this was just related to the Cisco
10 umbrella for the web filtering for those
11 years.

12 And those were the years for
13 which we had the information related to
14 these web filtering costs, which were the
15 select vendors identified for Harford.

16 Q. In order to determine that
17 the CDW-Government, Inc., costs were the
18 Cisco umbrella costs that you believe
19 should be included in your damages
20 calculation, did you rely on anything
21 other than the face of the invoices
22 themselves?

23 A. I think there was another
24 report, too. There was two things; one

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1 was the invoice report, and I think there
2 was also, if I remember correctly
3 additional expenditure reports for the
4 years '21, '22 and '23 which were
5 effectively the general ledgers for those
6 years that also identified those costs.

7 They had the vendor, but
8 they also had the purpose for the cost.
9 So web filtering and how it was coded.
10 And I believe it actually said Cisco
11 umbrella as well on the expenditure
12 reports.

13 So it was in connection with
14 the detail activity reports, as well as
15 the expenditure reports as it relates to
16 Cisco.

17 And for the spending freeze
18 data, that would have been for Palo Alto.

19 Q. What is spending freeze
20 data?

21 A. It was an Excel spreadsheet
22 that they had put together in 2018. I
23 don't know what all the other tabs
24 related to.

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1 But one of the tabs were the
2 historical costs for the periods leading
3 up to it and the reference on what the
4 costs were and how they were made and
5 itemized.

6 So it was a
7 contemporaneously prepared historical
8 document that matched back to the detail
9 activity report that identified the costs
10 for those two Palo Altos at that period
11 of time.

12 The expenditure reports did
13 not go back further. So we had the
14 expenditure detail activity reports going
15 back to '15. But the spending freeze
16 data collection reports is how we
17 reconciled the two earlier charges for
18 the Palo Alto.

19 Q. Are you aware that the
20 Harford interrogatory responses that you
21 relied on do not mention Skyline
22 Network/Palo Alto or CDW-Government,
23 Inc./Cisco umbrella?

24 A. As I sit here, I don't

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1 recall. They may have just referenced
2 web filtering in general. And those were
3 the two web filtering vendors that I was
4 provided.

5 But I'm happy to look at it.

6 Q. Sure.

7 ATTORNEY SANDOVAL-BUSHUR: I
8 will hand you Tab 23, which we are
9 marking as Exhibit-14.

10 - - -

11 (Whereupon, Exhibit
12 Meyers-14, No Bates, Plaintiff
13 Board of Education of Harford
14 County's Amended Objections and
15 Responses to Defendants'
16 Interrogatories, Set 3, was marked
17 for identification.)

18 - - -

19 BY ATTORNEY SANDOVAL-BUSHUR:

20 Q. And this is plaintiff Board
21 of Education of Harford County's Amended
22 Objections and Responses to Defendants'
23 Interrogatories, Set 3, correct?

24 A. That's correct.

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1 Q. And this is what you relied
2 on for your allocation percents for
3 Harford, correct?

4 A. Correct. And that's found
5 on Page 2 of the program department
6 worksheet, which was the percentage
7 weight allocated for the Office of
8 Technology and Information.

9 Q. So you would agree that
10 nothing in the Harford interrogatory
11 response that you relied on specifically
12 refers to Skyline Network/Palo Alto or
13 CDW-Government, Inc./Cisco umbrella,
14 correct?

15 ATTORNEY GRADEN: Objection.

16 THE WITNESS: Yeah, I don't
17 see those words here. Those were
18 the vendors that we were analyzing
19 for the purposes of this in the
20 Office of Technology and
21 Information.

22 BY ATTORNEY SANDOVAL-BUSHUR:

23 Q. What is your basis for
24 applying a 20 percent allocation

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1 percentage to costs relating to Skyline
2 Network/Palo Alto and CDW-Government
3 Inc./Cisco umbrella?

4 A. It's just what we talked
5 about, the verified interrogatory
6 response that the person most
7 knowledgeable who is going to speak to
8 the damages for Harford, as it relates to
9 the alleged improper actions of the
10 defendants in this matter, has assigned a
11 weight for the costs associated with the
12 Office of Technology at 20 percent, which
13 is what these costs fall under.

14 Q. How did you determine that
15 the Skyline Network/Palo Alto and
16 CDW-Government Inc./Cisco umbrella costs
17 should be included within the Office of
18 Technology and Information?

19 A. They're in the general
20 ledger. They have a subcategory coding.
21 That's how that -- it was set forth.

22 So it's identified on the
23 expense that it's from the Office of
24 Technology, because they're paid by

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1 different vendor departments.

2 Q. Did anyone at Harford County
3 Public Schools tell you that a 20 percent
4 allocation percentage should apply to
5 Skyline Network/Palo Alto or
6 CDW-Government Inc./Cisco umbrella?

7 ATTORNEY GRADEN: Objection.

8 THE WITNESS: The
9 interrogatory responses is the
10 basis I have for the application
11 of the 20 percent for the cost for
12 those select vendors included in
13 the Office of Technology.

14 BY ATTORNEY SANDOVAL-BUSHUR:

15 Q. Did you ask anyone from
16 Harford if 20 percent was an appropriate
17 allocation percentage to use for costs
18 relating to Skyline Network/Palo Alto and
19 CDW-Government Inc./Cisco umbrella?

20 A. I don't recall having that
21 conversation. And I relied upon these
22 interrogatory responses.

23 Q. Do you know whether anyone
24 from Harford testified about what was

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1 meant by the 20 percent weight in
2 Exhibit-14, the interrogatory response
3 that you relied upon?

4 A. I don't recall.

5 Q. For your purpose, the --
6 just the 20 percent statement in the
7 interrogatory response was sufficient in
8 order to apply a 20 percent allocation
9 percent to Skyline Network/Palo Alto and
10 CDW-Government Inc./Cisco umbrella; is
11 that correct?

12 A. That's correct.

13 And subsequent to the
14 issuance of my report, I received a
15 deposition of Andrew Moore, later in May,
16 that further supported that assumption
17 and conclusion in my report.

18 Q. Okay. Are you aware that
19 Mr. Moore, in his deposition, did not
20 testify that 20 percent of the costs for
21 Skyline Network/Palo Alto or
22 CDW-Government Inc./Cisco umbrella were
23 related to social media?

24 ATTORNEY GRADEN: Objection.

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1 THE WITNESS: As I sit here
2 right now, I can't recall
3 everything that he said.

4 BY ATTORNEY SANDOVAL-BUSHUR:

5 Q. Okay. Well, you just said
6 that Mr. Moore had a deposition in May
7 that further supported your assumption
8 and conclusion that 20 percent was an
9 appropriate allocation percent, correct?

10 A. That's correct.

11 Q. What specifically in
12 Mr. Moore's deposition further supported
13 your assumption and conclusion that
14 20 percent was an appropriate allocation
15 percent?

16 A. I'd be happy to look at it
17 and try to point you to it.

18 As I sit here right now, I
19 can't tell you from memory exactly what
20 that was.

21 Q. You believe and understand
22 that Mr. Moore's testimony is reliable
23 on -- let me ask my question a little
24 differently.

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1 Do you believe that
2 Mr. Moore's testimony is reliable in
3 explaining what the 20 percent allocation
4 weight in the Harford interrogatory
5 responses represents?

6 ATTORNEY GRADEN: Objection.

7 THE WITNESS: As I sit here
8 right now, I can't recall the
9 detail.

10 I know that I read it and
11 it's supported, the interrogatory
12 responses. But that level of
13 specificity that you're asking for
14 without it in front of me, I can't
15 answer that question with
16 specificity.

17 So -- but I do believe that
18 his testimony is reliable. So I
19 can answer the first part of that
20 question.

21 But I don't know either
22 whether Mr. Moore is going to be
23 the person who is going to be
24 testifying related specifically to

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1 all these questions.

2 So I don't know if he was
3 the person specifically referenced
4 in the interrogatory responses or
5 the person who is most
6 knowledgeable.

7 He is not the person that I
8 relied upon necessarily at the
9 time I issued my report. I just
10 saw his testimony after that was
11 supportive of the inclusion of
12 those two vendors for damage
13 purposes.

14 BY ATTORNEY SANDOVAL-BUSHUR:

15 Q. You do not know how Harford
16 arrived at the 20 percent allocation
17 percents that you relied on from the
18 interrogatory responses, correct?

19 A. That's fair. I do not know
20 what went into their -- the plaintiffs'
21 determination and decision-making that
22 that would be the amount that would be
23 testified as to at trial related to the
24 damages in this matter.

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1 Q. Do you understand that
2 Harford purchases both Palo Alto and
3 Cisco umbrella for the purpose of
4 complying with the Children's Internet
5 Protection Act?

6 A. They --

7 ATTORNEY GRADEN: Objection.

8 THE WITNESS: They may.

9 BY ATTORNEY SANDOVAL-BUSHUR:

10 Q. Are you aware that Harford
11 has purchased an Internet content filter
12 every year since 2000 in order to comply
13 with the Internet -- the Children's
14 Internet Protection Act?

15 ATTORNEY GRADEN: Objection.

16 THE WITNESS: They may have.

17 I'm not aware one way or the
18 other.

19 I haven't reviewed financial
20 statements that far back.

21 BY ATTORNEY SANDOVAL-BUSHUR:

22 Q. And if it were, in fact,
23 true that Harford has purchased an
24 Internet content filter every year since

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1 the year 2000 in order to comply with the
2 Children's Internet Protection Act, that
3 would not affect your opinion that
4 Harford has incurred damages in
5 connection with purchasing the Internet
6 content filters, correct?

7 A. It would have no impact on
8 my calculation, insofar as the people
9 most knowledgeable are surely aware of
10 any state, federal or whatever regulatory
11 organization you just named and would
12 have considered that in connection with
13 their allocation percentage.

14 Q. Did you communicate in any
15 way with any employees or people
16 otherwise affiliated with Irvington in
17 forming your opinions?

18 A. Not that I recall, no, sir.

19 Q. Was there a reason why you
20 did not communicate with any employees or
21 people otherwise affiliated with
22 Irvington in forming your opinions?

23 A. No reason specifically one
24 way or the other.

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1 Irvington's financial
2 statements were extremely comprehensive
3 and good. So I didn't need to ask for
4 any additional information to do any of
5 the reconciliations with Irvington.

6 Q. It was --

7 A. Which is primarily why I had
8 communications with any of the plaintiffs
9 directly, as we previously discussed.

10 Q. It was not part of your
11 assignment to determine what value, if
12 any, Irvington received in exchange for
13 paying any vendor, correct?

14 A. That's fair, for the same
15 reasons I've qualified before on the
16 other four plaintiffs in this matter.

17 Q. For the allocation percents
18 you used for your Irvington damages
19 calculations, you relied on Irvington's
20 Third Amended Answers to defendants'
21 interrogatories, Set 3, dated May 14th,
22 2025, correct?

23 A. In part, yes.

24 Q. What else did you rely on?

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1 A. I relied on the financial
2 accounting that I had done in this case.

3 If I remember correctly,
4 hopefully you'll put it in front of me,
5 Irvington's third set had different total
6 costs than I had.

7 So you may have said
8 allocation percentages. And if I missed
9 it, then the answer is yes.

10 But if you didn't, I used
11 the reconciled numbers that I had used,
12 multiplied by those allocation
13 percentages. So there was a difference
14 between the total costs that were
15 calculated by Irvington and those that I
16 could actually reconcile for the purposes
17 of damages in this matter.

18 Q. Okay. I did ask about
19 allocation percentages so let me just
20 re-ask --

21 A. Please.

22 Q. -- the question so we have a
23 clean record.

24 A. Please. Sorry.

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1 Q. For the allocation percents
2 you used for your Irvington damages
3 calculations, you relied on Irvington's
4 Third Amended Answers to Defendants'
5 Interrogatories, Set 3, dated May 14th,
6 2025, correct?

7 A. That is correct, yes, sir.

8 Q. For the allocation percents
9 you used for your Irvington damages
10 calculations, you did not rely on any
11 source other than Irvington's Third
12 Amended Answers to Defendants'
13 Interrogatories, Set 3, dated May 14th,
14 2025, correct?

15 A. That's correct, I did not.

16 Q. You do not know how
17 Irvington arrived at the allocation
18 percents that you relied on from
19 Irvington's interrogatory responses,
20 correct?

21 A. I do not know what process
22 any of the representatives of Irvington
23 who are those people most knowledgeable
24 who will testify at trial relating to the

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1 allocation percentages as it relates to
2 damages as a result of the alleged
3 improper actions of the defendants in
4 this matter, what went into that process
5 or the basis for their determinations.

6 Q. How did you determine which
7 vendors should be included in your
8 Irvington damages calculations?

9 A. I believe that they are
10 included in the interrogatory responses,
11 the third set.

12 Q. Once you determined which
13 vendors should be included in your
14 Irvington's damages calculations, how did
15 you determine which costs relating to
16 each vendor should be included in your
17 damages calculation?

18 A. So all of the costs for each
19 and every one of those vendors is
20 included and all the costs that I can
21 confirm for those vendors.

22 Q. And what was your basis for
23 determining that all of the costs for
24 each vendor should be included in your

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1 damages calculation?

2 A. The interrogatory response
3 speaks to that. They put total cost and
4 then they did a percentage and they
5 quantified the damages. It's part of the
6 interrogatory response.

7 Q. If the interrogatory
8 response -- well, let's just take a look
9 at the interrogatory response.

10 A. Sure.

11 ATTORNEY SANDOVAL-BUSHUR:
12 I'm marking Tab 25 as Exhibit-15.

13 - - -

14 (Whereupon, Exhibit
15 Meyers-15, No Bates, Plaintiff's
16 Third Amended Answers to
17 Defendants' Interrogatories To
18 Irvington Public Schools, Set 3,
19 was marked for identification.)

20 - - -

21 THE WITNESS: Thank you.

22 BY ATTORNEY SANDOVAL-BUSHUR:

23 Q. Exhibit-15 is Plaintiffs'
24 Third Amended Answers to Defendants'

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1 Interrogatories to Irvington -- let me
2 start that over.

3 Exhibit-15 is Plaintiffs'
4 Third Amended Answers to Defendants'
5 Interrogatories to Irvington Public
6 Schools, Set 3, correct?

7 A. That's correct.

8 Q. You relied on the
9 information in Exhibit-15, the Irvington
10 interrogatory responses, for your
11 allocation percents, correct?

12 A. Yes, sir.

13 Q. And you relied on the
14 information in Exhibit-15, the Irvington
15 interrogatory responses, to determine
16 which costs relating to each vendor
17 should be included in your damages
18 calculation, correct?

19 A. I utilized the Exhibit B to
20 the Exhibit-15 deposition to determine
21 the select vendors which would be
22 included with alleged harms alleged in
23 the complaint for expenditures on
24 external programs and services.

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1 They have a column called,
2 Proximate total spend, total spend.
3 Their approximates were not always right.
4 Some of these are round numbers. They
5 were not doing the forensic accounting, I
6 was.

7 So I did use the actual
8 total spend, multiplied it by the percent
9 allocation to harms, which is their third
10 column, which gives you the damages in my
11 report.

12 But they are representing
13 very clearly herein that it is the total
14 spend for the vendors that is inclusive
15 of the damages.

16 Q. For example, and we are
17 looking at Exhibit B to Exhibit-15, which
18 is the Irvington interrogatory responses,
19 correct?

20 A. That's correct.

21 Q. Okay. There is a table here
22 titled, Costs Associated With the Harms
23 Alleged in the Complaint for Expenditures
24 on External Programs and Services,

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1 correct?

2 A. You read that correctly.

3 Q. And there is then a column
4 titled, Vendor, correct?

5 A. There is.

6 Q. A column titled, Approximate
7 Total Spend, correct?

8 A. Correct.

9 Q. And a column titled, Percent
10 Allocation to Harms, correct?

11 A. Correct.

12 Q. And the first vendor listed
13 is New Jersey Coalition for Inclusive
14 Education, correct?

15 A. Correct.

16 Q. And this lists an
17 approximate total spend of \$1,043,432,
18 correct?

19 A. That is what it says.

20 Q. And then the interrogatory
21 response that you relied on says that
22 there should be a 20 percent allocation
23 to harms relating to the identified
24 approximate total spend, correct?

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1 A. Relating to the approximate
2 total spend, which in my report is
3 relating to the total spend. I got rid
4 of the approximate.

5 Q. So even though the Irvington
6 interrogatory response that you refer --
7 relied on included a dollar amount for
8 the approximate total spend that the --
9 according to the interrogatory response
10 was associated with harms, you
11 essentially disregarded the approximation
12 that was provided and calculated your own
13 total spend for each vendor, correct?

14 ATTORNEY GRADEN: Objection.

15 THE WITNESS: I wouldn't say
16 I disregarded it at all. The
17 entire purpose of my engagement
18 here, as we talked about earlier
19 on, but haven't talked about a lot
20 throughout the day, was to perform
21 a forensic accounting on select
22 vendors. This is what they asked
23 me to do.

24 This was issued before my

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1 report was finalized. They are
2 not the experts in reconciling and
3 analyzing and performing a
4 forensic accounting. That's why
5 I'm involved. That's one of the
6 major and primary roles of what
7 I've been asked to do.

8 So if you look at these,
9 some of mine are higher, some of
10 mine are lower. And it's based on
11 the actual costs that we were able
12 to verify during the period of
13 damages.

14 So I don't know how they
15 prepared their numbers. I can
16 only tell you that my role, as I
17 was hired by Irvington, was to
18 perform a forensic accounting to
19 figure out what the total spend
20 was for select vendors, which I
21 did, and multiply it by the column
22 identified as percent allocation
23 to harms times total spend.

24 I'm here to remove that

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1 approximate. I'm telling you what
2 the actual costs were. And that's
3 why they call it total spend.

4 If they didn't want to call
5 it approximate, they would have
6 just used their numbers. It's
7 approximate because they had hired
8 an expert, in me, to perform, as
9 you point out, a lot of time spent
10 to reconcile hundreds if not
11 thousands of invoices, costs, to
12 be able to remove that approximate
13 and tell you what the total spend
14 was, which is what I've done.

15 BY ATTORNEY SANDOVAL-BUSHUR:

16 Q. Mr. Meyers, is it possible
17 that when Irvington took the trouble of
18 putting together a response to the
19 interrogatory and identified an
20 approximate total spend for the vendor
21 New Jersey Coalition for Inclusive
22 Education that it determined that there
23 were some costs connected with the New
24 Jersey Coalition for Inclusive Education

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1 that should be allocated to harms and
2 some that should not?

3 ATTORNEY GRADEN: Objection.

4 THE WITNESS: I do not
5 believe that is possible or
6 probable.

7 BY ATTORNEY SANDOVAL-BUSHUR:

8 Q. Why is that not possible?

9 A. Because the exercise that I
10 was asked to perform was to do the
11 analysis of the forensic accounting. And
12 to the extent that -- if that were the
13 case, they would disregard the use of
14 approximate.

15 The word "approximate" is in
16 connection with knowing that those
17 numbers will be amended, as they have
18 been, by the report that I would be --
19 issued in this matter.

20 Q. Mr. Meyers, you do not know
21 who came up with any of the numbers that
22 were included in the Irvington
23 interrogatory response, correct?

24 A. That's fair to say.

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1 Q. You do not know what -- you
2 do not know who wrote the phrase,
3 "approximate total spend," correct?

4 A. Also fair to say.

5 Q. You do not know what was in
6 the mind of the person who wrote the
7 phrase "approximate total spend,"
8 correct?

9 ATTORNEY GRADEN: Objection.

10 THE WITNESS: I know that
11 they believed it to be approximate
12 when they wrote the word
13 "approximate."

14 BY ATTORNEY SANDOVAL-BUSHUR:

15 Q. You don't know --

16 A. Which means it wasn't exact
17 and it wasn't necessarily complete.

18 Q. Mr. Meyers, you said earlier
19 that you were asked to perform an
20 analysis of forensic accounting, correct?

21 A. That was a primary role in
22 my -- in this case.

23 Q. Did anyone from Irvington
24 ask you to calculate all costs that

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1 Irvington paid to the New Jersey
2 Coalition for Inclusive Education?

3 A. The total costs for all
4 select vendors was my assignment as given
5 to me in this matter.

6 Q. Plaintiffs' attorneys asked
7 you to calculate all costs that Irvington
8 paid to the New Jersey Coalition for
9 Inclusive Education, correct?

10 A. My --

11 ATTORNEY GRADEN: Objection.

12 THE WITNESS: My role was to
13 calculate the total costs for
14 select vendors in this matter
15 during the period as it relates to
16 those vendors identified by the
17 parties at issue who will testify
18 as to the percentages in order to
19 calculate damages. Yes, sir, that
20 was my objective in calculating
21 this.

22 BY ATTORNEY SANDOVAL-BUSHUR:

23 Q. Okay. I'm asking -- what
24 I -- I genuinely think -- I don't think

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1 I've done this yet today, but I would ask
2 you to give me a yes-or-no answer.

3 A. You did it once.

4 Q. Maybe the second time, okay.

5 Yes or no, did plaintiffs'
6 attorneys ask you to calculate all costs
7 that Irvington paid to the New Jersey
8 Coalition for Inclusive Education?

9 ATTORNEY GRADEN: Objection.

10 THE WITNESS: I don't recall
11 necessarily that they said all
12 costs. I was to calculate,
13 initially, all vendor costs for
14 everybody. And then those select
15 vendors were determined, as you
16 can see, as a result of the
17 interrogatory responses and the
18 sworn testimony. And in this
19 case, it was the total cost.

20 What I can tell you is I
21 received the total invoices for
22 all of the New Jersey Coalition
23 and Inclusive and the CarePlus NJ,
24 Inc., which are the two that are

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1 above. And the ones that are
2 below I received all the invoices
3 on those.

4 So to the extent that in the
5 continuation of asking for
6 documents they provided the
7 documents for those costs, it goes
8 with the assignment that I
9 understand that I have, which was
10 to calculate the total costs for
11 the select vendors and apply the
12 percentage applicable to harms, as
13 they say, to come up with the
14 damages.

15 And that's consistent with
16 what the interrogatory says, which
17 is approximate total spend. It
18 could just say approximate spend.
19 But I can't read total spend to
20 mean anything other than total
21 expense.

22 If it was a portion,
23 approximate spend, maybe. A
24 portion of cost allocable to New

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1 Jersey, maybe. But maybe total
2 spend means something different to
3 you than it means to me as a
4 forensic accountant.

5 BY ATTORNEY SANDOVAL-BUSHUR:

6 Q. Mr. Meyers, did anyone from
7 the Irvington School District who is not
8 a lawyer ask you to calculate the total
9 spend on all invoices that Irvington paid
10 to the New Jersey Coalition for Inclusive
11 Education?

12 A. As we've talked --

13 ATTORNEY GRADEN: Objection.

14 THE WITNESS: -- about
15 before, I haven't talked to
16 anybody at the Irvington School
17 District as a plaintiff, whether
18 they are an attorney or not.

19 BY ATTORNEY SANDOVAL-BUSHUR:

20 Q. Okay. What did Irvington
21 pay the New Jersey Coalition for
22 Inclusive Education for?

23 A. What did they pay it for?

24 Q. Yes.

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1 A. I would have to see the
2 invoices. But that was certainly not
3 part of the assignment that I had.

4 I was here to calculate the
5 cost and then apply the sworn testimony
6 percentages that will be testified to at
7 trial as the damages as it relates to the
8 alleged improper actions of the
9 defendants.

10 So as I sit here right now,
11 I don't recall exactly what the Coalition
12 of Inclusive Education was for.

13 Q. And do you believe it is
14 possible that there are some costs
15 relating to the New Jersey Coalition for
16 Inclusive Education that whoever provided
17 the information for the interrogatory
18 responses believed should be allocated to
19 harms at a 20 percent allocation
20 percentage and some costs relating to the
21 New Jersey Coalition for Inclusive
22 Education that should not be allocated to
23 harms at all?

24 ATTORNEY GRADEN: Objection.

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1 THE WITNESS: No, sir, I do
2 not believe it's possible.

3 In connection with the
4 assignment, in connection with the
5 plaintiffs having an opportunity
6 to review the chart in advance of
7 the issuance of the report, if
8 there was a distinction that
9 needed to be made, it would have
10 been relayed to me either directly
11 or indirectly through counsel, and
12 it would be contrary to what I
13 believe the interrogatory
14 responses very clearly say, which
15 is the total cost for the New
16 Jersey Coalition For Inclusion in
17 Education, so.

18 BY ATTORNEY SANDOVAL-BUSHUR:

19 Q. The interrogatory response
20 from Irvington in Exhibit-15 says that
21 there was an approximate total spend of
22 \$1,043,432 on the vendor New Jersey
23 Coalition for Inclusive Education,
24 correct?

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1 A. It does say that.

2 Q. If you'd turn to Paragraph
3 20 of your Irvington report, which is
4 Exhibit-1E.

5 A. Yes, sir.

6 Q. You calculate a total vendor
7 cost relating to the New Jersey Coalition
8 for Inclusive Education in the amount of
9 \$1,625,737, correct?

10 A. I would say that I verified
11 costs totaling \$1,625,737.

12 But I guess I can agree with
13 calculate and verify as similar.

14 Q. The difference between the
15 amount of spend that Irvington identified
16 in its interrogatory response relating to
17 the New Jersey Coalition for Inclusive
18 Education and the amount that you
19 calculated in your expert report is over
20 \$500,000, correct?

21 A. I think that's fair. The
22 math is the math. The difference between
23 1 million 625 and 1 million 43 is
24 approximately \$580,000.

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1 Q. Did you realize, when you
2 were forming your opinions on Irvington's
3 damages, that there was a difference
4 between what Irvington had calculated as
5 the approximate total spend on the New
6 Jersey Coalition for Inclusive Education
7 and what you had calculated as the total
8 spend for that vendor?

9 A. Absolutely. And I believe
10 that the plaintiff also knew as well,
11 because some of the numbers were much
12 less or less than as calculated on the
13 approximate.

14 I had to be in a position to
15 explain why those numbers were less,
16 because the costs did not total what the
17 approximate spend was.

18 So I was aware. Plaintiffs'
19 counsel was aware. And my expectation
20 and understanding is that the plaintiffs
21 themselves was aware, prior to the
22 issuance of my report, that those numbers
23 were different.

24 Q. What is the basis for your

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1 expectation and understanding that the
2 plaintiff was aware, prior to the
3 issuance of your report, that there was a
4 difference between the amount that the
5 plaintiff put in its interrogatory
6 response and the amount that you had in
7 your expert report?

8 A. Just based on discussions
9 with counsel at that time saying there's
10 a difference between these numbers. This
11 is the verified cost as total. Have any
12 changes or comments related to it? And
13 there were none.

14 Q. Did you -- sorry. I'm not
15 sure I understand the end of your answer
16 there.

17 You said, have any changes
18 or comments related to it? And there
19 were none.

20 A. Sure. It's part of the
21 report writing process, right, you
22 provide what you have. This is the
23 results of my forensic accounting. It's
24 different than the numbers in your chart.

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1 Are there any other questions you have
2 about why there's any differences? Mine
3 relates to the total cost. Yours are
4 approximate.

5 There were no changes or
6 questions related to the use of the total
7 costs.

8 Q. You are describing a
9 conversation that you had with
10 plaintiffs' attorneys; is that right?

11 A. Part of the report writing
12 process, yes.

13 Q. Okay. Are you relying on a
14 conversation you had with plaintiffs'
15 attorneys to support the notion that you
16 correctly calculated the vendor costs for
17 the New Jersey Coalition for Inclusive
18 Education?

19 A. No. I'm relying on the
20 interrogatory responses and the clear
21 language there in them and the fact that
22 it's approximate. And I'm telling you
23 that I verified that there was a
24 difference, made known there was a

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1 difference, because I calculated total
2 cost, and there was no comments back to
3 me.

4 So, to me, that's an
5 additional verification that my
6 understanding of the interrogatory
7 responses was correct and reliable and
8 accurate.

9 Q. Your opinion is that you
10 received additional verification that
11 your understanding of the interrogatory
12 responses was correct and reliable and
13 accurate because you pointed out the
14 difference between the interrogatory
15 response calculation and your calculation
16 and plaintiffs' attorneys seemed okay
17 with it --

18 ATTORNEY GRADEN: Objection.

19 BY ATTORNEY SANDOVAL-BUSHUR:

20 Q. -- is that right?

21 A. I don't know if they seemed
22 okay with it or not. That's not what I
23 said at all.

24 I said I have gotten no

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1 further indication to review, edit or
2 revise those calculations in addition --
3 in connection with the issuance of the
4 report.

5 Q. Did you ask to speak with
6 anyone at Irvington to discuss what the
7 reasons might be for the approximately
8 \$582,000 difference between what
9 Irvington had identified as the
10 approximate total spend for the New
11 Jersey Coalition for Inclusive Education
12 and what you had identified as the total
13 spend for that vendor?

14 A. Absolutely not. Just like I
15 didn't talk to any of the other
16 bellwethers when a cost that they had put
17 forth turned out not to be the verified
18 cost.

19 That was the role of my
20 assignment here was to perform a forensic
21 accounting on the total cost for select
22 vendors, which I've done, and to multiply
23 it by the allocation percentages on that
24 total spend to come up with the damages

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1 herein.

2 That was the assignment.

3 Q. That came from the
4 attorneys?

5 ATTORNEY GRADEN: Objection.

6 THE WITNESS: That's part of
7 what my scope and engagement was.

8 BY ATTORNEY SANDOVAL-BUSHUR:

9 Q. From the attorneys?

10 ATTORNEY GRADEN: Objection.

11 THE WITNESS: I guess it was
12 relayed to me from the attorneys,
13 but I don't know that it was not
14 from the clients. I don't speak
15 for who the attorneys speak for.

16 BY ATTORNEY SANDOVAL-BUSHUR:

17 Q. What steps did you take to
18 ensure that you did not include, in your
19 calculation for Irvington, invoices paid
20 to the New Jersey Coalition for Inclusive
21 Education that Irvington believed had
22 nothing to do with social media or
23 defendants' at-issue conduct?

24 A. I have no basis to believe

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1 that Irvington believed anything should
2 be excluded from what they called total
3 spend to New Jersey Coalition for
4 Inclusion in Education and the chart that
5 they prepared that details the
6 methodology which they undertook for them
7 to approximate cost of harm in connection
8 with any analysis of calculating damages
9 in this case as it relates to the alleged
10 improper actions of the defendants.

11 Q. So you assumed that you
12 should use -- well, I'll move on to the
13 next question.

14 For the -- let's look again
15 at the Irvington interrogatory responses,
16 which are marked as Exhibit-15. I'm
17 looking at Exhibit B thereto.

18 The second vendor listed is
19 CarePlus New Jersey, Inc., Correct?

20 A. It is, yes, sir.

21 Q. And there is identified in
22 the interrogatory response from Irvington
23 an approximate total spend relating to
24 CarePlus New Jersey, Inc. of \$2,513,686,

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1 correct?

2 A. There is.

3 Q. And if you look at your
4 report for Irvington, Exhibit-1E, and
5 look at Paragraph 20, you calculated a
6 total spend by Irvington relating to
7 CarePlus New Jersey of \$3,124,586,
8 correct?

9 A. I did, yes, sir.

10 Q. That is a difference of
11 approximately \$610,000, correct?

12 A. That's fair.

13 Q. Did you realize, in the
14 course of forming your opinions on
15 damages, that there was a difference
16 between Irvington's calculation of its
17 approximate total spend on CarePlus New
18 Jersey in its interrogatory response and
19 your calculation of Irvington's total
20 spend on CarePlus New Jersey?

21 A. I think I answered that
22 before. But I'll answer it globally for
23 you now.

24 I'm aware, at the time I

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1 issued my report and at the time that I
2 received this document prior to issuing
3 my report, that there was a difference,
4 either up or down, on any one that there
5 is a difference up or down.

6 I was aware, yes, sir,
7 absolutely.

8 Q. What steps did you take to
9 ensure that you did not include, in your
10 calculation of Irvington's damages,
11 invoices that were paid to CarePlus New
12 Jersey that Irvington believed had
13 nothing to do with social media or
14 defendants' at-issue conduct?

15 A. For the same reason that we
16 talked about New Jersey Coalition, I was
17 asked to calculate the total spend, which
18 I did, which is what they're attempting
19 to do here in their calculation. Their
20 approximate did not include all of the
21 spend. I've reconciled, through my
22 forensic accounting, that the total spend
23 was \$3,124,586 to which we multiplied it
24 by the 20 percent assigned by those

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1 representatives most knowledgeable who
2 will testify at trial as to the alleged
3 harm caused by the alleged actions of the
4 defendants in this matter resulting from
5 the use of this vendor, or any of the
6 vendors on this chart, as you will.

7 And the answer is the same
8 for each and every one of them,
9 counselor.

10 Q. For districts other than
11 Irvington, you testified earlier, I
12 believe, that you provided affiants with
13 information on total spend on vendors
14 that, then, you believe the affiants
15 considered in determining their
16 allocation percentages; is that right?

17 A. I don't believe I gave that
18 testimony.

19 Q. Okay. I maybe
20 misunderstood.

21 I would like to take a look
22 at your Irvington report, Exhibit-1E, and
23 turning to Appendix C and look at Page 6.

24 A. I'm there.

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1 Q. Okay. And you see that one
2 of the vendors identified here in your
3 damages summary is Live Breathe Calm?

4 A. I do, yes, sir.

5 Q. You have a total of four
6 purchase orders relating to Live Breathe
7 Calm listed here, correct?

8 A. I do, yes, sir.

9 Q. And if you look at the
10 second and third invoices for Live
11 Breathe Calm -- do you see what I'm
12 looking at?

13 A. I do.

14 Q. Do you see that both of
15 those invoices have the same date, the
16 same purchase order number, the same
17 exact vendor cost, correct?

18 A. And a different reference in
19 the reference column. Sometimes purchase
20 orders are for multiple years. And if it
21 was multiple years and I could split it
22 up, I did my best to do so.

23 Q. Okay. So just so I'm sure
24 that we have a clean record.

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1 You do see that both the
2 second and third invoices for Live
3 Breathe Calm --

4 A. I do.

5 Q. -- have the same date, the
6 same purchase order number and the same
7 exact vendor cost, correct?

8 A. I do, yes, sir.

9 Q. And you cite two different
10 references for those two different
11 invoices, correct?

12 A. I do.

13 Q. What did you do to determine
14 that you were not double-counting the
15 same invoice when you had the same vendor
16 with the same purchase order and the same
17 vendor cost?

18 A. If you want to ask me about
19 it, I would ask you to put the references
20 in front of me, because sometimes
21 purchase orders -- or put a copy of the
22 purchase order in front of me to confirm.

23 Obviously, when we're doing
24 our forensic accounting, we do our best

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1 to make sure we've confirmed all the
2 costs. So -- and they have, as you can
3 see, different years.

4 Do you see that? The date
5 may be the same. But the year is not the
6 same for which it is.

7 So the purchase order being
8 double is not indicative of anything,
9 actually. That's not uncommon at all
10 that a lot of these schools pay \$80,000
11 for a two-year contract, and I would have
12 allocated it 40 and 40.

13 So without the documents in
14 front of me that I've referenced in my
15 report, I would have a very hard time
16 commenting on any -- I don't want to say
17 that you're implying -- but implication
18 that it is a double-dip.

19 Q. I'm just -- I'm asking about
20 as a matter of your methodology.

21 What did you do to determine
22 that you were not double-counting the
23 same invoice when you had the same
24 vendor, the same purchase order for the

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1 same amount?

2 A. Look at the invoice. Look
3 at the purchase order. Look at the
4 general ledger. Make sure that there's
5 two separate entries for them. All the
6 things that go into the forensic
7 accounting, so.

8 Q. Okay.

9 A. I mean, if you look up above
10 for Sinewave Inc. for Palo Alto, there's
11 two with the same date, different years,
12 same purchase order, different reference
13 numbers and different vendor cost
14 amounts.

15 And if you were to turn to
16 Page 7, you can see for Center for
17 Partnership Services there's two with the
18 same date, same year, same purchase order
19 and different reference numbers and
20 different vendor cost.

21 So, you know, it's a little
22 frustrating you won't just put the
23 documents in front of me. But it's not
24 uncommon to have a purchase order that

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1 would have multiple years and multiple
2 charges on it, and that would not be
3 indicative of double-counting just
4 because the amount on the vendor cost is
5 duplicative.

6 Q. Mr. Meyers, these are
7 extremely voluminous documents that would
8 take a long time to --

9 A. It's --

10 Q. -- orient to, so I'm not --

11 A. -- your deposition. I
12 understand.

13 Q. If a school district's
14 payments to a -- well, actually, I will
15 move on.

16 If a school district's
17 spending on a vendor would have been
18 exactly the same in a world in which
19 there was no defendant at-issue conduct,
20 did the school district incur any damages
21 in connection with spending on that
22 vendor?

23 ATTORNEY GRADEN: Objection.

24 THE WITNESS: It may have.

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1 We've talked about this, that the
2 fact that an expense is fixed does
3 not mean that there's not a damage
4 associated with it.

5 BY ATTORNEY SANDOVAL-BUSHUR:

6 Q. Did you communicate in any
7 way, whether by speaking in person, by
8 telephone, corresponding by e-mail, or
9 otherwise with any employees or people
10 otherwise affiliated with Irvington in
11 forming -- sorry, Tucson in forming your
12 opinions?

13 A. I do not believe so, no,
14 sir.

15 Q. So since I sort of messed up
16 that question.

17 You did not communicate in
18 any way with any employees or people
19 otherwise affiliated with Tucson,
20 correct?

21 A. I did not.

22 Q. It was not part of your
23 assignment to determine what value, if
24 any, Tucson received in exchange for

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1 paying any vendor, correct?

2 A. It was not, as I've
3 previously stated and is qualified in all
4 of my previous answers related to the
5 other five districts herein for that
6 question.

7 Q. For the allocation percents
8 you used for your Tucson damages
9 calculations, you relied on Tucson's
10 Second Amended Answers to Defendants'
11 Interrogatories, Set 3, correct?

12 A. That's correct, yes, sir.

13 Q. For your allocation percents
14 you used for your Tucson damages
15 calculations, you did not rely on any
16 source other than Tucson's Second Amended
17 Answers to Defendants' Interrogatories,
18 Set 3, correct?

19 A. I believe that's correct,
20 yes, sir.

21 Q. You do not know how Tucson
22 arrived at the allocation percents that
23 you relied on from its interrogatory
24 responses, correct?

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1 A. I did not have any
2 involvement in any way related to
3 Tucson's drafting or the testimony that
4 they provided in their second amended
5 answers to interrogatory responses
6 related to the damages caused to them by
7 the alleged improper actions of
8 defendants in this matter.

9 Q. You do not know how Tucson
10 arrived at the allocation percents that
11 you relied on from its interrogatory
12 responses, correct?

13 A. As I just stated, I didn't
14 have any involvement, one way or the
15 other, with the drafting of them,
16 including but not limited to how they
17 came to any particular allocation
18 percentages in that sworn testimony that
19 they provided relating to the damages
20 caused by the alleged improper actions of
21 defendants.

22 Q. How did you determine which
23 vendors should be included in your Tucson
24 damages calculation?

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1 A. I believe it's from the
2 third response to Interrogatory Number 5,
3 as I sit here right now.

4 Q. Once you determined which
5 vendors should be included in your Tucson
6 damages calculation, how did you
7 determine which costs relating to each
8 vendor should be included in your damages
9 calculation?

10 A. I included the total cost as
11 I was able to reconcile for each of the
12 vendors that were identified as select
13 vendors in our report related to the
14 alleged improper actions of the
15 defendants before applying the allocation
16 percentage thereto.

17 Q. You assumed that if a vendor
18 was identified by Tucson as a select
19 vendor, then every single payment that
20 the district made to that vendor should
21 be included in your damages calculation,
22 correct?

23 A. That's correct. The total
24 costs for each select vendor multiplied

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1 by the applicable allocation percentage
2 to quantify damage in this matter.

3 Q. Did you confirm with anyone
4 from Tucson that, in fact, every single
5 payment that the district made to each
6 select vendor should be included in your
7 damages calculations?

8 A. As I sit here right now, I
9 don't have the interrogatories in front
10 of me. They may have a chart in there
11 that reconciled the numbers that I had
12 already reconciled.

13 But I have not spoken to
14 anybody specifically at Tucson related to
15 that, no, sir.

16 Q. What would be the relevance
17 of a chart in the interrogatories
18 reconciling the numbers that you had
19 already reconciled?

20 A. To the extent that the
21 interrogatory specifically states the
22 numbers and you're asking me if it
23 includes the total and the number is the
24 total, then the chart answers the

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1 question.

2 Q. But you did not believe that
3 the -- well, I'll move on.

4 Your Tucson damages
5 calculations include work orders relating
6 to property damage, correct?

7 A. They do, yes, sir.

8 Q. You do not know how Tucson
9 determined that any invoice relating to
10 property damage is related to any
11 defendant, correct?

12 A. As I stated before, I don't
13 have any knowledge as to how Tucson
14 prepared any of its responses in
15 discovery related to their allocation of
16 alleged harms as a cause -- as it relates
17 to the alleged improper action of
18 defendants, so neither what the actions
19 were or how the harm was caused. It's
20 not within my scope.

21 Q. You assigned a 100 percent
22 allocation to every work order relating
23 to property damage for Tucson, correct?

24 A. My recollection is that

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1 Tucson assigned 100 percent to every work
2 order for Tucson, which is what I rely
3 upon -- relying upon in my calculation
4 herein.

5 Q. Do you believe it would be
6 reasonable to say that a student who
7 decides to engage in property damage
8 bears zero responsibility for the
9 property damage?

10 ATTORNEY GRADEN: Objection.

11 THE WITNESS: I don't know
12 what responsibility they would
13 bear at all. I couldn't give you
14 an opinion on that one way or the
15 other.

16 BY ATTORNEY SANDOVAL-BUSHUR:

17 Q. You are aware that when a
18 student commits property damage, Tucson
19 takes steps to recover repair costs from
20 the parents of the student, correct?

21 ATTORNEY GRADEN: Objection.

22 THE WITNESS: I'm not aware
23 of that one way or the other.

24 BY ATTORNEY SANDOVAL-BUSHUR:

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1 Q. Your reports cite multiple
2 documents showing that when a student
3 commits property damage, Tucson takes
4 steps to recover repair costs from the
5 parents, are you aware of that?

6 A. They may. I don't have them
7 in front of me. If you'd like to show
8 them to me, I'm happy to look at them.

9 Q. Sure.

10 ATTORNEY SANDOVAL-BUSHUR:
11 Let's take a look at Tab 29, we'll
12 mark as Exhibit-17 -- sorry,
13 Exhibit -- we'll mark it as
14 Exhibit-16.

15 - - -

16 (Whereupon, Exhibit
17 Meyers-16, SM_TUSD_00185554,
18 Reactive Work Order, was marked
19 for identification.)

20 - - -

21 BY ATTORNEY SANDOVAL-BUSHUR:

22 Q. And this is a document with
23 the Bates stamp SM_TUSD_00185554.

24 Do you see this document,

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1 Mr. Meyers?

2 A. I do.

3 Q. Do you recognize it as a
4 type of document that you relied on in
5 forming your opinions relating to
6 Tucson's damages?

7 A. I can recognize the Bates
8 stamp number.

9 I don't believe that this
10 number is part of my report, sir. As I
11 sit here right now, I do not see that
12 Bates stamp number referenced at all in
13 the documents that I've reviewed in
14 connection with the property damage
15 vendor costs.

16 Q. Mr. Meyers, if you look at
17 Appendix B to your Tucson report, which
18 is Exhibit-1F, and look at Page 4 of
19 Appendix B to that report.

20 A. Okay.

21 Q. Do you see an entry for
22 Tucson reactive work orders?

23 A. I do.

24 Q. Okay.

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1 A. And I see that on Exhibit-1
2 I've identified probably no less than 25
3 costs that fall into that Bates range.

4 And you handed me an example
5 of one that is not one that I used that
6 makes a reference. Would you -- can you
7 hand me an example of one that I used
8 that has a reference, a cost to charge
9 for restitution?

10 Because I don't know how the
11 restitution would work. I don't know
12 that it's a collateral source or not as
13 it relates to a damage theory or a legal
14 theory. I'm not here to give that
15 opinion.

16 But I find it a little
17 strange that one that was not included
18 herein you have handed me. Maybe it was
19 not included herein because the plaintiff
20 had said that they did get restitution
21 and it should not be included. I don't
22 know.

23 But I did not include this
24 cost in any way.

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1 ATTORNEY SANDOVAL-BUSHUR:

2 Mr. Meyers, I am handing you Tab
3 30, which we're marking as
4 Exhibit-17.

5 - - -

6 (Whereupon, Exhibit
7 Meyers-17, SM_TUSD_00185580,
8 10/27/21 Letter, Tucson Unified
9 School District, was marked for
10 identification.)

11 - - -

12 BY ATTORNEY SANDOVAL-BUSHUR:

13 Q. Why don't you take a look at
14 that?

15 This is a document with a
16 Bates number SM_TUSD_00185580, correct?

17 A. It appears to be.

18 Q. And if you look at your
19 damages summary in your Tucson expert
20 report, Exhibit-1F, do you see that this
21 was included in your damages calculation?

22 A. It certainly falls inside
23 the Bates range. There's no doubt about
24 that.

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1 Q. And, in fact, this
2 specific -- I'm talking about in
3 Appendix C to your report.

4 Are you there? On Page 3,
5 under the property damage vendors
6 section, you include in your damages
7 calculation the costs that are reflected
8 in the document that we just marked as
9 Exhibit-17.

10 A. You're going to have to
11 point me to it.

12 Q. Okay.

13 A. I don't see where --

14 Q. Yeah. I mean, do you see
15 the entry that has the -- that has the
16 invoice/purchase order NA?

17 A. I do.

18 Q. And do you see that that
19 is -- refers to the document that we have
20 marked as Exhibit-17?

21 A. It appears that it does,
22 yes, because of the date.

23 Q. It has the same Bates
24 number, right?

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1 A. It has the same Bates number
2 and it has the same date. So yes.

3 Q. Okay. And this is the only
4 property damage vendor cost that does not
5 have an invoice or purchase order,
6 correct?

7 A. I think that's correct.

8 Q. Do you know why that's the
9 case?

10 A. I do not know, sir.

11 Q. And this document -- and
12 just so the record is clear, it was
13 produced to us with the markings out
14 of -- of components and the SII blocks,
15 that is not something that we have added.

16 A. We can agree it's neither
17 your redactions nor mine.

18 Q. Okay. And you see that this
19 is a letter from the Tucson Unified
20 School District to the parents of a
21 student, correct?

22 A. You're asking me to make
23 those assumptions. There's redactions on
24 here.

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1 It appears to be a letter.
2 It appears to go to the parents. There's
3 no indication that this letter was sent,
4 nor does it say anything else in the body
5 of the letter. It cites a statute. No
6 evidence that this amount was restored or
7 not.

8 But it's not -- I have not
9 considered any reimbursements to any of
10 the property damage in connection with
11 the analysis that I have performed.

12 Q. Okay.

13 A. Nor have I seen any
14 indication that any of them were
15 reimbursed.

16 Q. You did not, in the course
17 of calculating your damages for Tucson,
18 consider any reimbursement that the
19 school district received for any property
20 damage, correct?

21 ATTORNEY GRADEN: Objection.

22 THE WITNESS: As I just
23 said, I have not considered any
24 reimbursements that they may or

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1 may not have received as it
2 relates to the specific reactive
3 work orders identified in my
4 report herein.

5 BY ATTORNEY SANDOVAL-BUSHUR:

6 Q. So when you look at the
7 total, \$6,444, that you calculate for
8 property damage costs for Tucson, you do
9 not know how much of that \$6,444 Tucson
10 may have already collected from students
11 or students' parents, correct?

12 A. I'm not aware that they have
13 or have not collected any, nor am I aware
14 that it would -- that the collection of
15 said receipts would reduce the damages in
16 this matter at hand.

17 Q. Okay. You have not -- did
18 you ever ask Tucson if any of the
19 property damage costs that they provided
20 to you were costs that had been
21 reimbursed by any students or student's
22 parents?

23 A. I have not.

24 Q. Did you take any steps to

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1 exclude from your damages calculation any
2 costs that any school district recovered
3 from students or from a student's
4 parents?

5 A. I have not, no, sir.

6 Q. Looking at Exhibit-17, you
7 relied on this document for your
8 calculation of damages for Tucson,
9 correct?

10 A. In part.

11 Q. It is one of the invoices
12 you relied on in the category of property
13 damage vendors, correct?

14 A. It is.

15 Q. Okay.

16 A. But it's not the only thing
17 that was utilized for the reactive work
18 orders.

19 If I remember correctly --
20 and you see I don't list any of the
21 interrogatories in the exhibits, it goes
22 back to the Bates stamp pages -- I
23 believe that this is addressed in the
24 interrogatory responses for Interrogatory

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1 Question Number 5.

2 And it may also be
3 included -- I believe we talked about
4 property damage also having a different
5 interrogatory response. I think this may
6 also be addressed in Tucson's Third
7 Amended Answers to Defendants'
8 Interrogatory, Set 1, which I believe is
9 Interrogatory Response Number 3 that
10 relates to property damage, where these
11 costs may have been itemized distinctly
12 in -- explicitly in that interrogatory
13 response.

14 So without both of those, I
15 cannot necessarily agree with you that
16 this is the only piece of information.
17 It is the only one referenced on
18 Exhibit-1. But it's also referenced on
19 Appendix B to the extent that it is
20 indicative of those costs having been
21 incurred in damages.

22 Q. If you had an actual work
23 order relating to this alleged property
24 damage cost, would you have cited the

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1 actual work order or would you have cited
2 this letter to the student's parents?

3 A. I probably would have cited
4 both.

5 Q. Okay. And so since you
6 didn't cite an actual work order, it's
7 your belief that you do not have an
8 actual work order relating to this
9 property damage?

10 A. That's fair. I don't
11 believe that I've seen that, based on the
12 references within the report.

13 But I'd have to go back and
14 look at the materials reviewed as
15 detailed in Appendix B just to confirm.

16 Q. This letter states, Tucson
17 Unified School District, TUSD, is seeking
18 restitution for district property that
19 was damaged by student -- the student's
20 name is redacted -- on October 27th --
21 and it says 1021, but I believe it's
22 probably supposed to say 2021.

23 Do you see that?

24 A. I don't know what it's

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1 supposed to say. This could have been a
2 long time ago.

3 Q. Well, the date on the letter
4 at the top is October 27th, 2021,
5 correct?

6 A. I will agree with you that I
7 do believe that also to be a typo.

8 Q. Okay. So you understand
9 this is a letter in which Tucson Unified
10 School District is seeking restitution
11 for district property damage that was
12 instituted by a student, correct?

13 A. I see that this letter was
14 drafted. And it says what it says.

15 I have no indication that
16 this letter was ever sent to parents of
17 SII redacted. I'm not aware.

18 This is not a transmittal
19 letter. There's no transmission to it.
20 I don't know that it was sent. I don't
21 know if anything was received.

22 But we've talked about that
23 already.

24 Q. Do you know that the amount

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1 of \$50.69 that is identified in this
2 letter is accurate?

3 A. This is the basis for the
4 \$50.69.

5 Q. You do not know, though, if
6 that is the correct -- that that's an
7 actual amount that Tucson incurred
8 though, correct?

9 A. I believe it to be an actual
10 amount. But as we talked about before, I
11 don't have a work order for this one. So
12 I am relying on the letter to indicate
13 the cost for the reimbursement.

14 Q. How do you perform a
15 forensic accounting on this letter,
16 Exhibit-17, to determine that the school
17 actually spent the \$50.69?

18 A. I think you have to go back
19 and look at the interrogatories that I
20 told you.

21 The work orders are a little
22 different under a forensic accounting
23 insofar as they are internal costs to the
24 school. So they're not the same as an

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1 invoice to a third-party vendor.

2 For Breathitt, they are,
3 because they had to purchase supplies.
4 So it was a Home Depot charge, as you may
5 or may not remember, and Jackson Electric
6 charge, as you may or may not remember.

7 But for Tucson they're
8 handled internally. So this is the
9 internal costs that are paid. So there's
10 not necessarily going to be a check to
11 verify that this amount was paid. This
12 is the amount that was incurred as a
13 result of the costs.

14 Q. The letter, Exhibit-17,
15 states, This behavior is unacceptable and
16 the district is required to seek
17 reimbursement for damages caused by this
18 student -- and then it cites an Arizona
19 statute, correct?

20 A. That's what it says.

21 Q. And you do not have any
22 reason to doubt that the Tucson Unified
23 School District is required to seek
24 reimbursement for property damages caused

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1 by students, correct?

2 ATTORNEY GRADEN: Objection.

3 THE WITNESS: I don't
4 know -- I'm not an expert in this,
5 but the statute that it cites
6 doesn't say that they're required
7 to seek reimbursement. It says
8 that the parents shall be liable.

9 So I don't know whose legal
10 determination this is that the
11 district is required to seek a
12 reimbursement because of a statute
13 that doesn't say that they're --
14 that the school is required to
15 request reimbursement.

16 It says that the property --
17 the minor who has injured the
18 school shall be liable for all
19 damages caused by their children
20 or wards.

21 So I cannot agree with you
22 that it says what you think it
23 says or have represented it says,
24 because it does not.

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1 BY ATTORNEY SANDOVAL-BUSHUR:

2 Q. Mr. Meyers, I was just
3 asking about this letter, which is a
4 letter that was produced by the Tucson
5 Unified School District that has the
6 Tucson Unified School District's heading
7 at the top and that you relied on for
8 your damages calculations.

9 Are we on board?

10 A. I relied on for the amount
11 of \$50.69 for a school chair. That is
12 what I relied upon.

13 Q. So you think that perhaps
14 this letter from the Tucson Unified
15 School District is inaccurate when it
16 says that the school district is required
17 to seek reimbursement for damages caused
18 by the student but was accurate when it
19 reported the amount of damages?

20 ATTORNEY GRADEN: Objection.

21 THE WITNESS: I'm not saying
22 it's accurate or inaccurate. Your
23 previous question was that because
24 of the statute it was required to

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1 seek reimbursement. You said it
2 was required to seek reimbursement
3 and then it cites the statute.

4 Those two things are very
5 separate. So if you want to read
6 it in, I'm happy to read it all
7 into the record.

8 This letter, whether sent or
9 not sent, says what it says.

10 BY ATTORNEY SANDOVAL-BUSHUR:

11 Q. Do you think that the Tucson
12 Unified School District might be lying to
13 parents?

14 ATTORNEY GRADEN: Objection.

15 THE WITNESS: No, I don't
16 believe that they're lying. And I
17 didn't indicate as much.

18 I'm just not going to agree
19 that a letter that doesn't, on its
20 face, say what you represented it
21 to say, says that.

22 BY ATTORNEY SANDOVAL-BUSHUR:

23 Q. Okay. Would you agree that
24 one thing a school district can do to

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1 reduce the amount of issues that it faces
2 relating to cell phones is to ban student
3 cell phone use in class?

4 ATTORNEY GRADEN: Objection.

5 THE WITNESS: I don't know
6 that I'm qualified to give you
7 that opinion. I don't know that
8 that's one thing it can or cannot
9 do.

10 That may call for a legal
11 conclusion. It may be, you know,
12 subject to state and federal
13 requirements. I don't know that
14 some school districts are even
15 allowed to take students' cell
16 phones away from them.

17 So I can't give you an
18 opinion on that. And it's outside
19 my scope as an expert for what I'm
20 being offered here.

21 BY ATTORNEY SANDOVAL-BUSHUR:

22 Q. You did not calculate how
23 your damages estimates or -- sorry.

24 You do not calculate how

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1 your damages would have changed if school
2 districts had banned student cell phone
3 use during the school day, correct?

4 A. I don't agree with that at
5 all, because some of the depositions that
6 we've seen, and I believe some of the
7 testimony in this case is that certain
8 schools or district -- schools inside of
9 districts did attempt to ban cell phones.

10 So to the extent that your
11 predicate is that it has not happened, I
12 don't believe that to be accurate.

13 But to the extent that I'm
14 relying on the people who were the boots
15 on the ground, that whatever did happen
16 during the periods that they're
17 representing damages, have considered the
18 impact of school bans -- school cell
19 phone bans, whether they were or not
20 instituted, in determining, through their
21 sworn testimony and written affidavit and
22 interrogatory responses, that the
23 applicable damages apply, as we've talked
24 about before, as a result of the alleged

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1 improper actions of the defendants.

2 Q. Mr. Meyers, for districts
3 that have not implemented cell phone
4 bans, did you calculate how your damages
5 would have changed if the school
6 districts had banned student cell phone
7 use during the entire school day?

8 ATTORNEY GRADEN: Objection.

9 THE WITNESS: I'm not aware
10 of cell phone bans one way or the
11 other. And whether or not a
12 school district has or has not
13 done it has not had any impact on
14 my opinion in relying on the
15 persons who are aware and have
16 been giving their opinion, which
17 is what my opinion is based upon.

18 BY ATTORNEY SANDOVAL-BUSHUR:

19 Q. Is there anywhere in any of
20 your expert reports, Exhibits-1A through
21 1F or 2A through 2F, where I can find a
22 calculation of how any school district's
23 damages would have changed if it had
24 banned student cell phone use during the

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1 school day?

2 A. Ask it again.

3 Q. Is there anywhere in any of
4 your expert reports, Exhibits-1A through
5 1F and 2A through 2F, where I can find a
6 calculation of how any school district's
7 damages would have changed if it had
8 banned student cell phone use during the
9 school day?

10 A. That's what I thought you
11 said. I'll ask it -- I'll answer it
12 again for you.

13 I have not considered in any
14 way, one way or the other, whether cell
15 phone bans have or have not been
16 instituted for any of the school
17 districts herein. And it is not an
18 opinion that I am giving anywhere. Any
19 opinion on the impact of school cell
20 phone bans would already be contained in
21 the sworn testimony provided by the
22 people most knowledgeable who will
23 provide testimony at trial related to the
24 alleged improper actions of the

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1 defendants in this matter.

2 I personally have not given
3 any weight to a cell phone ban, whether
4 it exists or doesn't exist, or the impact
5 it would or would not have on any schools
6 that may or may not have instituted one
7 at any point in time during which the
8 damages have been calculated.

9 ATTORNEY SANDOVAL-BUSHUR:

10 Let's take a break.

11 VIDEO TECHNICIAN: Going off
12 video record, 5:21 p.m.

13 - - -

14 (Whereupon, a brief recess
15 was taken.)

16 - - -

17 VIDEO TECHNICIAN: Back on
18 video record, 5:35 p.m.

19 BY ATTORNEY SANDOVAL-BUSHUR:

20 Q. Mr. Meyers, I just had one
21 more question about Exhibit-17, which we
22 had just been looking at, the --

23 A. Yes, sir.

24 Q. -- letter relating to a

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1 property damage incident.

2 Do you know why the \$59.69
3 for a school chair has been
4 struck-through on this document?

5 A. I do not.

6 Q. Okay. And did you ask
7 anyone from Tucson what that meant?

8 A. I don't recall asking anyone
9 from Tucson what that meant.

10 It may be explained in the
11 interrogatory responses that I talked
12 about that I think itemized these. But I
13 did not talk to anybody at Tucson about
14 that.

15 Q. Mr. Meyers, do you use
16 YouTube?

17 A. I would say very
18 occasionally I will use YouTube.

19 Q. What do you use YouTube for?

20 A. Usually just to watch
21 YouTube TV or watch a video.

22 Q. Do you ever use YouTube to
23 watch videos about how to do something?

24 A. I don't.

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1 Q. Okay. Have you ever used
2 Snapchat?

3 A. I have never used Snapchat.

4 Q. Have you ever used TikTok?

5 A. I have never used TikTok.

6 Q. Have you ever used Facebook?

7 A. I have never used Facebook.

8 Q. Have you ever used
9 Instagram?

10 A. I have an Instagram account.
11 I've never used Instagram. I've never
12 posted or done anything.

13 But I have an account,
14 mostly to be able to monitor in case
15 something would come up. I do have young
16 kids.

17 Q. Do you have children?

18 A. I do.

19 Q. How old are your children?

20 A. 15 and almost 13.

21 Q. Do either of your children
22 have any social media accounts or use
23 social media apps?

24 A. They do not.

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1 Q. Okay. All right.

2 ATTORNEY SANDOVAL-BUSHUR:

3 No further questions from YouTube.

4 ATTORNEY DEPAZ: I have no
5 questions.

6 VIDEO TECHNICIAN: Please
7 stand by. This is the
8 videographer stating total run
9 time by party for the record.

10 Joseph Sandoval-Bushur, for
11 YouTube, is six hours, 37 minutes.

12 This concludes today's video
13 deposition. Going off video
14 record, 5:37 p.m.

15 - - -

16 (Whereupon, the deposition
17 concluded at 5:37 p.m.)

18 - - -

19

20

21

22

23

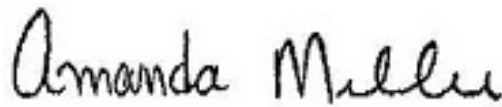
24

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CERTIFICATE

I HEREBY CERTIFY that the
witness was duly sworn by me and that the
deposition is a true record of the
testimony given by the witness.



Amanda Maslinsky-Miller

Certified Realtime Reporter

Dated: August 25, 2025

(The foregoing certification
of this transcript does not apply to any
reproduction of the same by any means,
unless under the direct control and/or
supervision of the certifying reporter.)

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INSTRUCTIONS TO WITNESS

Please read your deposition over carefully and make any necessary corrections. You should state the reason in the appropriate space on the errata sheet for any corrections that are made.

After doing so, please sign the errata sheet and date it.

You are signing same subject to the changes you have noted on the errata sheet, which will be attached to your deposition.

It is imperative that you return the original errata sheet to the deposing attorney within thirty (30) days of receipt of the deposition transcript by you. If you fail to do so, the deposition transcript may be deemed to be accurate and may be used in court.

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ACKNOWLEDGMENT OF DEPONENT

I, _____, do
hereby certify that I have read the
foregoing pages, 1 - 462, and that the
same is a correct transcription of the
answers given by me to the questions
therein propounded, except for the
corrections or changes in form or
substance, if any, noted in the attached
Errata Sheet.

JEFFREY MEYERS

DATE

Subscribed and sworn
to before me this
_____ day of _____, 20____.

My commission expires: _____

Notary Public

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